128-193

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1887.8

No. ~~285.~~ 29

THE CENTRAL NATIONAL BANK OF WASHINGTON CITY ET AL, APPELLANTS,

vs.

ANNIE G. HUME ET AL.

No. ~~286.~~ 30

ANNIE G. HUME, APPELLANT,

vs.

THE CENTRAL NATIONAL BANK OF WASHINGTON CITY ET AL.

APPEALS FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

FILED SEPTEMBER 12, 1885.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1887.

No. 285.

THE CENTRAL NATIONAL BANK OF WASHINGTON CITY, ET AL, APPELLANTS,

vs.

ANNIE G. HUME ET AL.

No. 286.

ANNIE G. HUME, APPELLANT,

vs.

THE CENTRAL NATIONAL BANK OF WASHINGTON CITY ET AL.

APPEALS FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

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JUDD & DETWEILER, PRINTERS, WASHINGTON, NOVEMBER 18, 1887.

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1 *Original Bill. Filed Nov.* 2, 1881. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

THE CENTRAL NATIONAL BANK OF WASHINGTON CITY
vs.
ANNIE G. HUME and THE MARYLAND LIFE INSURANCE COMPANY OF BALTIMORE.
} Equity No. 7906.

To the supreme court of the District of Columbia, holding an equity court for said District:

The complainant states—

1. That it is a body corporate, organized under the statutes of the United States in force in the District of Columbia, commonly known as the national bank act, and its amendments, and having its habitat and place of business as a bank of deposit and for loans and discounts in Washington city, within said District, and that it brings this suit in its own right as a creditor of the late Thomas L.
2 Hume, deceased, and also in behalf of all other creditors similarly situated who may come in and contribute to the costs hereof.

2. The defendant, Annie G. Hume, is the widow of the late Thomas L. Hume, and she resides in the District of Columbia and is sued in her own right; and the defendant, The Maryland Life Insurance Company of Baltimore, is a body corporate, organized and incorporated under the laws of the State of Maryland, and doing business in the District of Columbia, as complainant is informed and believes, and the said defendant is sued in its own right.

3. The complainant further states that it is the legal successor of the Metropolis Savings Bank of the District of Columbia, a corporation for banking business, authorized to loan money and duly organized and incorporated November 9, 1874, in said District, under the acts of Congress in force in said District known as the general incorporation acts.

3 And that *if* the complainant, succeeded to all the assets, choses in action, and rights of property of the said savings bank, and assumed all its obligations under acts of Congress made for and appertaining to and of force in said District and by the act of the stockholders, officers, and board of directors of said savings bank, on or about the 15th day of April, 1878, at which time the said savings bank ceased to exist, being then merged into and changed to the complainant, with the same stockholders, officers, and board of directors.

4. That on the 17th day of January, 1876, the said Thomas L. Hume, now deceased, borrowed of the said Metropolis Savings Bank the sum of five thousand dollars ($5,000), for which he delivered to said bank his certain promissory note, to the order of one A. H. Pickrell, and endorsed by said Pickrell, and also by John C. McKelden and the firm of Hall & Hume; that the said note was re-

ceived by said bank in the ordinary course of business, and
4 the amount of said loan of $5,000 was duly paid out by said bank on account thereof to said Hume; that thereafter the said note was curtailed and renewed from time to time, both during the existence of the said savings bank and since the same was merged into the complainant corporation, until the 15th day of March, 1879, when the said Thomas L. Hume again renewed the said note with the complainant for the said sum of $5,000.00, payable sixty days after date, endorsed by A. H. Pickrell, Frank Hume, Hall & Hume, and J. C. McKelden; that thereafter, and before the maturity of said note, the said payee and endorser, A. H. Pickrell, departed this life, leaving a will, under which his widow, Mary E. Pickrell, and the said Thomas L. Hume were appointed executors by the supreme court of the District of Columbia; that at the maturity of said note the said endorsers and the said executrix and executor of
5 the will of said A. H. Pickrell, by their endorsement in writing thereon, severally, held themselves responsible for the payment of said note without demand, notice, or protest.

That a copy of said note, with its endorsements, is annexed hereto and filed herewith as part of this bill, marked "Complainant's Exhibit No. 1."

That the said $5,000 note is still held by complainant, but the debt represented by the same has been paid in part, payments having been made from time to time and other notes and renewels given of them for the balances due thereon, the said $5,000 note being left with and held by the complainant as collateral security for the subsequent notes made and renewals thereof until the debt due to complainant from said Thomas L. Hume represented and secured by said note was, on the 28th of July, 1881, the sum of twenty-five hundred dollars, with interest from that date until paid, at the rate of eight per cent. per annum; that on July 28,
6 1881, the said Thomas L. Hume made his certain note to the order of Frank Hume, and delivered the same, endorsed by said Frank Hume, to complainant for the said balance of said original indebtedness, the said note due in 90 days after date; that at its maturity the said endorser, by a writing on the back thereof, held himself responsible for its payment without demand, notice, or protest, and the said note is now held by complainant and is wholly unpaid and overdue.

A copy of said note is filed herewith, with the endorsements thereon, marked "Complainant's Exhibit No. 2," and the same is made a part of this bill.

5. That besides the said note last described, the amount of which is due and unpaid, the said Thomas L. Hume, was at the time of his death indebted to complainant for loans made to him by complainant in divers other sums of money, amounting to $4,400, exclusive of interest, for which he made and delivered to complainant
7 his certain other three promissory notes, the first dated August 24, 1881, for $2,400.00, with interest at 8 per cent. per annum until paid; the second dated Sept. 9, 1881, for $1,000, and

the last with interest at seven per cent. per annum until paid, none of which three notes have yet matured, and they are all unpaid.

A copy of said notes and endorsements thereon is filed herewith as part of this bill, marked "Complainant's Exhibit No. 3," and the said originals are now held by the complainant.

6. That the said Thomas L. Hume departed this life at the city of Washington, on the 23d day of October, 1881, then owing to the complainant the said several sums as above stated, aggregating $6,900, besides interest, as shown by said exhibits; that he died intestate, as complainant is informed, and on information and belief the complainant avers that his estate is insolvent.

8 7. That the said sums now owing to complainant were borrowed from it and from its predecessor, the said savings bank, at various times from the said 17th day of January, 1876, up to about the 6th day of May, 1881; and the said Thomas L. Hume from the date of the first loan, January 17, 1876, up to the date of his death, was continuously indebted to the complainant and to its said predecessor, the said savings bank, and, as complainant is informed and believes, was also indebted during all that time and prior thereto to divers other persons in various sums of money, which sums have not been paid.

8. That the said indebtedness to the complainant is not secured in any other way than by the various endorsements which appear on the said notes, except the said note for $2,400.00, dated August 24, 1881, which is secured by the stocks therein described, and the said stocks are now worth very little, if anything, over and above the amount of said note.

9 9. That the payee and first endorser of each of the $1,000 notes, Frank Hume, is a brother of the said Thomas L. Hume, and since the death of said Thomas L., to wit, October 29, 1881, at complainant's banking house in said city, and at the time the said Frank Hume endorsed a waiver or protest upon the said note for $2,500 ("Complainant's Exhibit No. 2") he, the said Frank Hume, denied and repudiated his liability on the said two $1,000.00 notes as endorser, on the ground that the said notes were not endorsed by him, and that his name thereon was not authorized by him and was not placed thereon with his knowledge or consent.

10. That within a short time before the death of said Thomas L. Hume, to wit, about twelve months previous, as complainant is informed, and long after the said Hume had been indebted to complainant and divers other creditors, and while he, said Hume, was in greatly embarrassed financial circumstances and insolvent,

10 he procured from the defendant, The Maryland Life Insurance Company of Baltimore, a policy of insurance upon his life for the sum of ten thousand dollars, the *loss* to be payable to defendant, Annie G. Hume, his wife, or to his children (who are infants), or to both his wife and children, in case of his death, the exact terms of which, as well as the names and ages of said children, the complainant is unable to state, but which it asks may be discovered and set forth in the answers of defendants.

That the premium or premiums for such policy of insurance was or were paid by said Thomas L. Hume, amounting to a large sum of money, to wit, the sum of about 236.20 dollars in all, and the said policy was voluntarily procured and settled on his said wife or his children or both, as aforesaid, at the expense of the complainant and other creditors of him, the said Thomas L. Hume, and without knowledge or consent of complainant, and for the purpose of delaying, hindering, and defrauding the complainant and his said creditors in the collection of their debts.

That complainant is informed that the said defendant, The Maryland Life Insurance Company, is about to pay over the said sum of ten thousand dollars or the amount payable under said policy to the defendant, the said Annie G. Hume, under the terms of said policy of insurance, notwithstanding the same should, in equity and good conscience, be first applied to the discharge of the debts of said Thomas L. Hume so owing by him as aforesaid at the date the said premiums were paid and said policy procured.

11. That complainant is reliably informed, and therefore avers, that, in addition to the said policy of insurance so as aforesaid procured and paid for by said Thomas L. Hume, he, said Hume, also procured, paid for, and kept up other policies of insurance upon his life in other companies for the use and benefit of his said wife and children, or for the benefit of one or the other, aggregating large sums of money, to wit, thirty thousand dollars and upwards, or about that sum, all of which policies were procured, paid for, and kept up by him from moneys which should have been paid to his said creditors, and which were applied by him, the said Thomas L. Hume, to the procuring and keeping up of this large amount of insurance at such times as he was greatly indebted and insolvent, as complainant believes, and for the purpose of hindering, delaying, and defrauding his then creditors in the collection of their just debts, and the said debts have not been paid; and all said premiums for such insurance were paid without complainant's knowledge or consent, and the said application of moneys to such purpose by said Hume was not known to complainant until since the death of said Hume.

That no personal representative has yet been appointed for the said Thomas L. Hume, and no guardian for his heirs, his said infant children; but, if an administrtator shall be appointed and a guardian for said infant children, and if it shall become necessary that they be made parties to this proceeding, the complainant asks leave of the court *and* to be allowed to amend this bill at any time hereafter, and to make such new parties, so that the proper relief may be granted in this cause.

The premises considered, the complainant therefore prays—

1. That said Annie G. Hume and the Maryland Life Insurance Company of Baltimore may be made parties defendant hereto and duly served with process herein, and that they be required to answer and discover fully the amount and date of payment of premiums on the said policy of insurance and the terms and beneficiaries named therein.

14 2. That the said Annie G. Hume, her agents and attorneys, may be enjoined from receiving the said amount due upon the said policy of insurance, either in her own behalf or in behalf of the children of said Thomas L. Hume, pending this suit.

3. That the said defendant, The Maryland Life Insurance Company of Baltimore, its agents and attorneys, may be enjoined from paying over to said defendant, Annie G. Hume, her agents or attorneys, the amount due and payable under the said policy, pending this suit.

4. That a receiver may be appointed by the court to take and hold the amount so due on the said policy, to await the final decree of the court as to its proper disposition.

5. That all necessary accounts may be taken and references had in the premises, to the end that the rights of the complainant may be ascertained and established herein.

6. That the amount of the said insurance policy may be
15 decreed to be assets of the said Thomas L. Hume, applicable to the payment of the debts owing by him at his death, and that the indebtedness to the complainant may be paid therefrom.

7. And that the complainant may have such other and further relief as the nature of the case entitles it to receive.

The defendants to this bill are Annie G. Hume and The Maryland Life Insurance Company of Baltimore.

THE CENTRAL NATIONAL BANK
OF WASHINGTON CITY,
By SAMUEL NORMENT, *President.*

EDWARDS & BARNARD,
Solicitors for Compl't.

16 DISTRICT OF COLUMBIA, *ss:*

Samuel Norment swears that he is the president of the complainant corporation named in the foregoing bill, the Central National Bank of Washington city, and that he makes this affidavit for and in behalf of said corporation, and that he has heard the said bill carefully read over to him and he knows the contents thereof, and that the facts therein stated of the personal knowledge of complainant are true and those facts therein stated on information and belief he believes to be true.

SAMUEL NORMENT.

Subscribed and sworn to before me this 2d day of November, 1881.

[L. S.] ALBERT B. RUFF,
Notary Public.

17 COMPLAINANT'S EXHIBIT No. 1. Filed Nov. 2, 1881.

$5,000. WASHINGTON, D. C., *M'ch* 15, 1879.

Sixty days after date I promise to pay to the order of A. H. Pickrell five thousand $\frac{}{100}$ dollars, at the Central National Bank, with 10% int. until paid, value received.

THOMAS L. HUME.

Endorsed on back: 1879, June 19, int. to May 17 paid; Oct. 16, int. to date paid. A. H. Pickrell, Frank Hume, Hall & Hume, J. C. McKelden.

We hereby severally hold ourselves responsible for the payment of the within note without demand, notice, or protest.

May 17, 1879.

MARY E. PICKRELL AND
THOMAS L. HUME,
Executrix & Executor of A. H. P.
FRANK HUME.
HALL & HUME.
J. C. McKELDEN.

18 COMPLAINANT'S EXHIBIT No. 2. Filed Nov. 2, 1881.

Copy of Note.

$2,500. WASHINGTON, D. C., *July 28th*, 1881.

Ninety days after date I promise to pay to the order of Frank Hume twenty-five hundred dollars $\frac{}{100}$, value received, payable at Central Nat. Bank, with 8 % int. until paid.

THOMAS L. HUME.

Endorsed on back: Frank Hume.

I hereby hold myself responsible for the *the* payment of the within note without demand, notice, or protest.

Oct. 29, 1881.

FRANK HUME.

19 COMPLAINANT'S EXHIBIT No. 3. Filed Nov. 2, 1881.

(*Copy of Three Notes.*) (Not due.)

$2,400. WASHINGTON, D. C., *Aug.* 24, 1881.

Three months after date, for value received, I promise to pay to Central National Bank, of Washington city, District of Columbia, to the order of its president or its cashier, twenty-four hundred dollars, without defalcation, with interest from date at the rate of 8 per cent. per annum until paid, and as security for the payment of this

obligation have deposited with said bank the following-named security—that is to say, 35 shares Second Nat. B'k stock, also 715 shares Dist. Tel. Co. stock, and in default of the payment of this obligation I hereby authorize and empower the said bank or its president or its cashier or the legal holder hereof to sell, assign, and deliver the said security without notice, either at public or private sale, and to apply the net proceeds of such sale to the payment of whatever may be then due on this obligation, and to return to me whatever balance, if any, may remain, and in cese the net proceeds of said security shall be insufficient to pay the principal, interest, and costs due on this obligation after sale is made, I promise to pay to the said bank, or the legal holder hereof, the deficiency forthwith, with interest at the rate of 8 per cent. per annum until paid.

THOMAS L. HUME.

2.

$1,000 WASHINGTON, D. C., *Sept.* 9, 1881.

Sixty days after date I promise to pay to the order of Frank Hume one thousand dollars $\frac{}{100}$, value received, with 7% int., payable at Central Nat. Bank, until paid.

THOMAS L. HUME.

Endorsed: Frank Hume.

3.

$1,000. WASHINGTON, D. C., *Oct.* 11, 1881.

Sixty days after date I promise to pay to the order of Frank Hume one thousand dollars $\frac{}{100}$, value received, with seven per ct. int. until paid.

THOMAS L. HUME.

Endorsed: Frank Hume, Wm. C. McIntire, Hume, Cleary & Co.

21 *Subpœna to Answer. Issued Nov.* 2, 1881.

In the Supreme Court of the District of Columbia, November 2d, 1881.

THE CENTRAL NATIONAL BANK OF WASHINGTON CITY, D. C., Complainant, *against* ANNIE G. HUME *et al.*, Defendants.	7906, Equity Docket 21.

The President of the United States to Annie G. Hume, The Maryland Life Insurance Company of Baltimore, Maryland, defendant-:

You are hereby commanded to appear in this court at its first special term occurring twenty days after service of this subpœna and answer the exigency of the original bill this day filed and en-

titled as above under pain of attachment and such other process of contempt as the court shall award.

Witness D. K. Cartter, chief justice.

R. J. MEIGS,
Clerk, &c.,
By R. J. MEIGS, JR.,
Ass't Clerk.

MEMORANDUM.—That the defendant- herewith served is to
22 enter appearance in this suit, in the clerk's office, on or before the day at which this writ is returnable; otherwise the bill may be taken for confessed.

23 *Restraining Order. Issued Nov.* 2, 1881.

Hearing on the prayer of said bill for injunction is fixed for November 16th, 1881. Until then the defendants, Annie G. Hume, her agents, and attorneys, is and are restrained, as prayed, from receiving, and the defendants, The Maryland Life Insurance Company of Baltimore, its agents, and attorneys, from paying, any moneys by reason of the insurance or any insurances on the life of the late Thomas L. Hume, as prayed.

By order of the court:

A. WYLIE.

24 *Return of Marshal on Subpœna to Answer and Restraining Order. Return- Nov.* 2, 1881.

Summoned and served injunction on Annie G. Hume and on the Maryland Life Insurance Company of Baltimore, Maryland, by service on B. L. Blackford, agent, Nov. 2, 1881.

C. E. HENRY, *Marshal.*

25 *Order for Appearance — Maryland Life Insurance Company. Filed Nov.* 12, 1881. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

THE CENTRAL NATIONAL BANK OF WASHINGTON CITY *vs.* ANNIE G. HUME and THE MARYLAND LIFE INSURANCE COMPANY OF BALTIMORE.	No. 7906, Eq. Doc. 21.

Clerk of the supreme court of the District of Columbia:

Enter my appearance in this case for the defendant, The Maryland Life Insurance Company of Baltimore.

Balto., Nov. 4th, 1881.

CHAS. I. M. GWINN,
Sol. of Md. Life Ins. Co. of Baltimore.

26 *Answer Maryland Life Insurance Company. Filed Nov.* 12, 1881. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

THE CENTRAL NATIONAL BANK OF WASHINGTON CITY, *vs.* ANNIE G. HUME and THE MARYLAND LIFE INSURANCE COMPANY OF BALTIMORE.	No. 7906. Eq. Doc. 21.

The separate answer of The Maryland Life Insurance Company of Baltimore, one of the defendants, to the bill of complaint of the Central National Bank of Washington City.

To the supreme court of the District of Columbia, holding an equity court for said District:

The said defendant says—

1. That it was incorporated by the Maryland act of 1864, chap. 362, and that its said act of incorporation was amended by
27 the Maryland act of 1867, chap. 86, and it prays that its said act of incorporation and the said act amendatory thereof, which are set forth in the volumes of the printed laws of Maryland for the years 1864 and 1867, respectively, may be taken as parts of this its answer.

2. That by section seventeen of said amendatory act of 1867, chap. 86, it was expressly declared "that it shall be lawful for any married woman by herself or in her name or in the name of any third person, with his consent as her trustee, to cause to be insured in said company, for her sole use, the life of her husband for any definite period or for the term of his natural life, and in case of her surviving her husband the sum or net amount of the insurance becoming due and payable by the terms of the insurance shall be payable to her to and for her own use, free from the claims of the
28 representatives of her husband or any of his creditors."

That the said Maryland Life Insurance Company of Baltimore has its office and place of business in the city of Baltimore, in the State of Maryland.

That a certain Annie G. Hume, who is the person also named as a defendant in the said bill of complaint, being the wife of the said Thomas L. Hume, also mentioned in said bill of complaint, did, on the seventeenth day of February, in the year eighteen hundred and eighty-one, in the city of Baltimore aforesaid, insure, in her own name, in said Maryland Life Insurance Company of Baltimore, for her sole use, her executors, administrators, or assigns, the life of her husband, the said Thomas L. Hume, for the term of his natural life, to the amount of ten thousand dollars, and that a policy
29 expressing and setting forth said insurance was, upon the payment by the said Annie G. Hume of the agreed first an-

titled as above under pain of attachment and such other process of contempt as the court shall award.

Witness D. K. Cartter, chief justice.

R. J. MEIGS,
Clerk, &c.,
By R. J. MEIGS, JR.,
Ass't Clerk.

MEMORANDUM.—That the defendant- herewith served is to
22 enter appearance in this suit, in the clerk's office, on or before the day at which this writ is returnable; otherwise the bill may be taken for confessed.

23 *Restraining Order. Issued Nov.* 2, 1881.

Hearing on the prayer of said bill for injunction is fixed for November 16th, 1881. Until then the defendants, Annie G. Hume, her agents, and attorneys, is and are restrained, as prayed, from receiving, and the defendants, The Maryland Life Insurance Company of Baltimore, its agents, and attorneys, from paying, any moneys by reason of the insurance or any insurances on the life of the late Thomas L. Hume, as prayed.

By order of the court:

A. WYLIE.

24 *Return of Marshal on Subpœna to Answer and Restraining Order. Return- Nov.* 2, 1881.

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C. E. HENRY, *Marshal.*

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Clerk of the supreme court of the District of Columbia:

Enter my appearance in this case for the defendant, The Maryland Life Insurance Company of Baltimore.

Balto., Nov. 4th, 1881.

CHAS. I. M. GWINN,
Sol. of Md. Life Ins. Co. of Baltimore.

26 *Answer Maryland Life Insurance Company. Filed Nov.* 12, 1881. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

THE CENTRAL NATIONAL BANK OF WASHINGTON CITY, *vs.* ANNIE G. HUME and THE MARYLAND LIFE INSURANCE COMPANY OF BALTIMORE.	No. 7906. Eq. Doc. 21.

The separate answer of The Maryland Life Insurance Company of Baltimore, one of the defendants, to the bill of complaint of the Central National Bank of Washington City.

To the supreme court of the District of Columbia, holding an equity court for said District:

The said defendant says—

1. That it was incorporated by the Maryland act of 1864, chap. 362, and that its said act of incorporation was amended by
27 the Maryland act of 1867, chap. 86, and it prays that its said act of incorporation and the said act amendatory thereof, which are set forth in the volumes of the printed laws of Maryland for the years 1864 and 1867, respectively, may be taken as parts of this its answer.

2. That by section seventeen of said amendatory act of 1867, chap. 86, it was expressly declared "that it shall be lawful for any married woman by herself or in her name or in the name of any third person, with his consent as her trustee, to cause to be insured in said company, for her sole use, the life of her husband for any definite period or for the term of his natural life, and in case of her surviving her husband the sum or net amount of the insurance becoming due and payable by the terms of the insurance shall be payable to her to and for her own use, free from the claims of the
28 representatives of her husband or any of his creditors."

That the said Maryland Life Insurance Company of Baltimore has its office and place of business in the city of Baltimore, in the State of Maryland.

That a certain Annie G. Hume, who is the person also named as a defendant in the said bill of complaint, being the wife of the said Thomas L. Hume, also mentioned in said bill of complaint, did, on the seventeenth day of February, in the year eighteen hundred and eighty-one, in the city of Baltimore aforesaid, insure, in her own name, in said Maryland Life Insurance Company of Baltimore, for her sole use, her executors, administrators, or assigns, the life of her husband, the said Thomas L. Hume, for the term of his natural life, to the amount of ten thousand dollars, and that a policy
29 expressing and setting forth said insurance was, upon the payment by the said Annie G. Hume of the agreed first an-

nual premium, issued by the said Maryland Life Insurance Company of Baltimore to the said Annie G. Hume.

That by the terms of said policy the said sum of ten thousand dollars was payable at the office of the said Maryland Life Insurance Company of Baltimore, in the city of Baltimore aforesaid, in sixty days after due notice and proof of the death of the said Thomas L. Hume during the continuance of the policy of said insurance, the balance of the year's premium, if any, and any other indebtedness to this defendant on account of said policy of insurance being first deducted therefrom, and it was in said policy expressly provided that said net sum so remaining after the deductions aforesaid should be paid to the said insured Annie G. Hume for her
30 sole use, her executors, administrators, or assigns.

That the premium, payable annually by the said Annie G. Hume under said policy, was three hundered and thirty-seven dollars and twenty cents, payable on or before the seventeenth day of February in every year during the continuance of the said policy.

That the said Annie G. Hume, being allowed, under the rules of the said Maryland Life Insurance Company of Baltimore, a credit of thirty per centum or one hundred and one dollars on the first premium payable under said policy, amounting to three hundred and thirty-seven dollars and twenty cents, on which credit interest was payable in advance, paid to the said Maryland Life Insurance Company of Baltimore, as the full amount of her first cash premium under said policy, and before the delivery to her of said policy,
31 the sum of two hundred and forty-two dollars and twenty-six cents.

That the said Thomas L. Hume died on the twenty-third day of October, in the year eighteen hundred and eighty-one, before the expiration of the first year of the policy of insurance issued as aforesaid to his wife, the said Annie G. Hume.

And this defendant prays to be hence dismissed with its reasonable costs and charges in this behalf wrongfully sustained.

[L. S.] MARYLAND LIFE INS. COMPANY,
Per GEORGE P. THOMAS, *President.*

CHARLES I. M. GWINN,
Solicitor for the Maryland Life Ins. Co. of Baltimore, Defendant.

32 UNITED STATES OF AMERICA, } *To wit:*
District of Maryland, }

George P. Thomas, being duly sworn, doth depose and say that he is the president of the Maryland Life Insurance Company of Baltimore, the defendant named in the foregoing answer, which he has subscribed as such president; that he has read the said answer and knows the contents thereof, and that the same is true of his own knowledge.

[Seal Maryland Life Ins. Co.]

GEORGE P. THOMAS.

Subscribed and sworn to before me this eleventh day of November, in the year eighteen hundred and eighty-one.

[SEAL.] ROB'T LYON ROGERS,
U. S. Commissioner for Maryland.

33 *Answer of Defendant, Annie G. Hume. Filed Nov.* 16, 1881.
R. J. Meigs, Clerk.

In the Supreme Court of the District of Columbia.

THE CENTRAL NATIONAL BANK
vs.
ANNIE G. HUME & *als.*
} Equity, 7906.

The answer of defendant, Annie G. Hume, to the bill of complaint.

This defendant, for answer, says:

1. She has no reason to doubt the truth of the allegations in the first paragraph of the bill.

2. She admits the allegations in the second paragraph of the bill.

3. She has no reason to doubt the truth of the allegation in the third paragraph of the bill.

4. She knows nothing in regard to the allegations in the fourth and fifth paragraphs of the bill, and calls for strict proof of the same.

34 5. She admits that the said Thomas L. Hume died intestate on the 23d day of October, 1881. As to the other allegations in the sixth paragraph of the bill she knows nothing, and calls for strict proof of the same.

6. She knows nothing in regard to the allegations in the 7th, 8th, & 9th paragraphs of the bill, and calls for strict proof of the same.

7. In answer to the allegations contained in the tenth paragraph of the bill she says that on or about the 17th day of February, 1881, she applied for and procured from the defendant, The Maryland Life Insurance Company of Baltimore, a policy of insurance, No. 4257, upon the life of her husband, the said Thomas L. Hume, for the sum of ten thousand dollars, the amount thereof, upon the death of her said husband, to be payable to this defendant for her own use, her executors, administrators, or assigns, which said policy of insurance is in her possession and has never been by her assigned.

She further says that the premium upon said policy of insur-
35 ance was the annual sum of three hundred and thirty-seven $\frac{20}{100}$ dollars ($337.20) and that of said amount the sum of two hundred and thirty-six $\frac{20}{100}$ dollars was paid in cash, and the balance thereof, one hundred and one dollars, has never been paid, but is still a lien upon the said policy, to be paid out of any money due thereon. She denies that said policy was procured by her at the expense of the complainant or any of the creditors of her said husband or for the purpose of defrauding such creditors or of delaying, hindering, or defrauding the complainant or any creditor of her husband in the collection of their debts, and she calls for strict proof of the fraud

alleged in the bill of complaint; and, further answering, she denies that the amount paid for said policy or any part thereof was out of money applicable to the debts of her husband, and that the amount of said policy or any part thereof should in equity or otherwise be paid to any person other than this defendant.

36 8. She admits that other policies of insurance were procured upon the life of her said husband for the benefit of this defendant and her children, but she denies that any or either of said policies were procured in fraud of the creditors of her said husband or for the purpose of hindering or delaying them in the collection of their just debts.

9. She admits that no administration has been granted upon the estate of the said Thomas L. Hume, and that no guardian has been appointed for her children, all of whom are of tender years.

10. And, further answering, she says that at the time of the death of the said Thomas L. Hume, and at the time the said policy in said Maryland Life Insurance Company was procured, that the said Thomas L. Hume was largely indebted to the estate of Adolphus H. Pickrell, which estate is, as this respondent is informed and believes, the largest creditor of the estate of her deceased husband; and,

37 further, that by the will of said Adolphus H. Pickrell, reference to which is hereby made, and which she prays may be taken as part of this answer, this respondent is made the residuary legatee of his estate, subject to a life estate therein given to her mother, and she avers that said policy of insurance in the Maryland Life Insurance Company of Baltimore was procured and delivered to her, and that she still holds possession of the same, not only for the purpose of providing for this respondent in the event of the death of the said Thomas L. Hume, but also to secure her from loss against any indebtedness of the said Thomas L. Hume to the estate of her deceased father and to this respondent as his sole residuary legatee; and, further answering, she says that for many years prior to the death of her father, in the year 1879, the said Thomas L. Hume and this defendant, his wife, and their children lived for a great portion of the time in the house of her said father free

38 of expense, and that since the death of her said father the said Thomas L. Hume and this defendant and their children have lived in the house of her mother free of rent. She further says that since the death of her father the said Thomas L. Hume has used and had in his possession all the income arising from the estate of her father, and has also had in his possession the income arising from the separate estate of her mother, the latter amounting to about one thousand dollars per annum.

And she further says that her mother authorized and directed the said Thomas L. Hume to use the money by him received from her separate estate (which money so received exceeded the amount of all the premium paid by said Thomas L. Hume) for her best interest and the best interest of this defendant, her daughter, and her children; and she avers and charges that the premium paid for the policy in the Maryland Life Insurance Company and for the

39 other policies of insurance upon the life of the said Thomas

L. Hume were paid by him out of money belonging to the estate of her father or out of money belonging to the separate estate of her mother, applied as directed and requested by her said mother, and were not paid out of any money which could or should have been applied to the creditors of said Thomas L. Hume; and she further says that but for the amount due by the said Thomas L. Hume to the estate of her said father that she would now be possessed of a much larger estate than is represented by said policies of insurance.

This defendant charges that the complainant has no right to file this bill and claims the same benefit as if she had specially demurred to the bill.

The defendant, having fully answered, prays to be hence dismissed with her reasonable costs, &c.

ANNIE G. HUME.

I do solemnly swear that I have read the answer by me
40 subscribed and know the contents thereof, and that the facts therein stated upon my personal knowledge are true, and that the facts therein state, upon information and belief I believe to be true.

ANNIE G. HUME.

Sworn to and subscribed before me this sixteenth day of November, A. D. 1881.

[SEAL.] JENKIN THOMAS,
Notary Public.

41 *Affidavit of Mary E. Pickrell with Answer of Annie G. Hume. Filed Nov.* 16, 1881. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

THE CENTRAL NAT. B'K
v.
ANNIE G. HUME & *als.* } Equity, 7906.

I do solemnly swear that I am the mother of the defendant, Annie G. Hume, and the widow of the late Adolphus H. Pickrell, of Georgetown, D. C., who died in May, 1879; that I am entitled to the sum of one thousand dollars per annum from property belonging to my separate estate, which sum of money has, since the death of my said husband, been received by Thomas L. Hume, now deceased, the husband of my said daughter; that the said Thomas L. Hume received the said sum of money under authority from me, and was authorized and directed to use the same for my best
42 interest and the best interest of my said daughter and her children, and acting under such authority he has used said sum of money. I further say that I am the life tenant in the whole estate of which the said Adolphus H. Pickrell died seized, and that

since his death all the income arising from said life estate has been received by the said Thomas L. Hume under like authority as in regard to my separate estate and by him used in manner set forth in regard to said separate estate.

MARY E. PICKRELL.

Sworn to and subscribed before me this 16th day of November, A. D. 1881.

[SEAL.] JENKIN THOMAS,
Notary Public.

43 *Petition of Benjamin U. Keyser, Receiver. Filed Nov.* 16, 1881.
R. J. Meigs, Clerk.

In the Supreme Court of the District of Columbia.

THE CENTRAL NATIONAL BANK
vs.
ANNIE G. HUME *et al.*
} Equity No. 7906.

The petition of Benjamin U. Keyser, as receiver of the German-American National Bank of Washington.

Benjamin U. Keyser states to the court—

1. That he is the receiver, duly appointed and qualified, of the German-American National Bank of Washington, a corporation organized under the laws of Congress in force in the District of Columbia and having its residence and place of business in said District.

2. That as such receiver he holds the assets of the said bank and its choses in action.

3. That among its claims he holds two promissory notes
44 made by Thomas L. Hume, late of the said District, made to the order of A. H. Pickrell and endorsed and delivered to said bank before the appointment of petitioner as receiver thereof; that such promissory notes now aggregate the sum of about $15,000, including interest thereon, none of which is paid and all of which is now overdue.

4. That he was appointed such receiver November 1, 1878, and said debt was contracted some time before that date with said bank.

5. That this petitioner has caused suits to be entered at law in this court against the said Thomas L. Hume before his death to recover said money, being suits Nos. 23025 & 23026, at law, to which he refers as part hereof for greater particularity.

The premises considered, he asks leave to intervene as a co-complainant herein and to have the said life insurance fund under the policy described in the bill in the above-entitled suit applied *pro rata* toward the payment of said claim, and that he may have such
45 other and further relief herein as the nature of the case may require.

BENJAMIN U. KEYSER.

DISTRICT OF COLUMBIA:

Benjamin U. Keyser swears that the facts stated by him in the above petition are true.

BENJAMIN U. KEYSER.

Subscribed and sworn to before — this 16th day of November, 1881.

[SEAL.] MILTON C. BARNARD,
Notary Public.

46 *Leave to Receiver, &c., to Intervene. Filed Nov.* 16, 1881. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

THE CENTRAL NATIONAL BANK
vs.
ANNIE G. HUME *et al.*
} Eq. No. 7906.

On hearing the petition of Benjamin U. Keyser, receiver of the German-American National Bank of Washington, this day filed herein, it is, this 16th day of November, 1881, ordered that said petitioner have leave to intervene as co-complainant in this cause, and that he have process against the defendants herein, requiring them to answer the said petition.

By the court:

A. WYLIE.

47 *Decree Appointing Wm. A. Gordon Receiver. Filed Nov.* 16, 1881. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

THE CENTRAL NATIONAL BANK OF WASHINGTON CITY
vs.
ANNIE G. HUME *et al.*
} Equity No. 7906.

On hearing the bill herein and argument of counsel it is, this 16th day of November, 1881, ordered, adjudged, and decreed that William A. Gordon be, and he is hereby, appointed receiver of this court herein and empowered and authorized to receive and collect from the defendants herein or either of them the amount of the policy of insurance described in the bill, and that the said defendants, their officers, agents, and attorneys, be, and they are hereby, directed and ordered to turn over and deliver and pay to said receiver the amount of such policy; and, further, that all questions as to
48 the final disposition of this fund be reserved until the final hearing of this cause.

Before proceeding to act as such receiver the said Gordon shall give a bond as such for the faithful discharge of his duties in the penalty of $15,000.00, with a surety or sureties, to be approved by the court or a justice thereof.

By the court:

A. WYLIE.

49 *Petition of Administrators. Filed Jan.* 14, 1882. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

CENTRAL NATIONAL BANK, Compl't,
v.
ANNIE G. HUME and THE MARYLAND LIFE INSURANCE CO. OF BALTIMORE, D'f'ts. } No. 7906, Eq. Doc. —.

To the supreme court of the District of Columbia, holding an equity court:

The petition of R. Ross Perry and Reginald Fendall respectfully shows that on the 26th day of November, A. D. 1881, letters of administration on the personal estate of Thomas L. Hume, deceased, were committed unto them by this court, as will more fully appear from an exemplification of said letters, hereto attached and made part hereof. These petitioners adopt the allegations of the bill of complaint in this cause, and they respectfully pray that they may be made parties complainant herein in the place and stead of said Central National Bank.

R. ROSS PERRY,
REGINALD FENDALL,
Adm'rs of T. L. Hume, Dec'd.

50 *Letters of Administration. Filed Jan'y* 14, 1882.

DISTRICT OF COLUMBIA, *To wit:*

In the Supreme Court of the District of Columbia, Holding a Special Term for Orphans' Court Business.

The United States of America to all persons to whom these presents shall come, Greeting:

Know ye that on the 26th day of November, in the year of our Lord 1881, administration of all the goods, chattels, and credits of Thomas L. Hume, late of the District of Columbia, deceased, was, by the supreme court of the District of Columbia, granted and committed unto R. Ross Perry and Reginald Fendall, the said R. Ross Perry and Reginald Fendall, as administrators of said Thomas L. Hume, deceased, having first executed a bond to the United States, with two good sureties, approved by the said court, in the penalty

of sixteen thousand dollars, conditioned for the faithful performance of the trust in them reposed and having also taken the required oath.

51 Witness Alexander B. Hagner, justice, holding the special term of the said supreme court for orphans' court business, this 26th day of November, in the year of our Lord one thousand eight hundred and eighty-one, and of the Independence of the United States the one hundred and sixth.

Test:

[SEAL.] H. J. RAMSDELL,
Register of Wills for the District of Columbia.

52 *Bond of Receiver. Filed Jan'y* 11, '82.

In the Supreme Court of the District of Columbia.

THE CENTRAL NATIONAL BANK OF WASHINGTON CITY
vs.
ANNIE G. HUME and THE MARYLAND LIFE INSURANCE COMPANY OF BALTIMORE.
} Equity No. 7906.

Know all men by these presents that we, William A. Gordon and Elias E. White and Samuel Cross, all of the District of Columbia, are held and firmly bound unto the United States in the full and just sum of fifteen thousand ($15,000) dollars, current money, to be paid to the said United States or their certain attorneys; to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, jointly and severally, by these presents.

Sealed with our seals and dated the eleventh (11th) day of January, A. D. 1882.

Whereas by a decree of the supreme court of the District of Columbia, bearing date on the 16th day of November, A. D. 1881,

53 passed by said court in a cause therein pending, wherein The Central National Bank of Washington City is plaintiff and Annie G. Hume *et al.* are defendants, being equity cause No. 7906, above-bounden William A. Gordon was appointed receiver of the court and empowered and authorized to receive and collect from the defendants in said cause or either of them the amount of the policy of insurance described in the bill in said cause:

Now, the condition of the said obligation is such that if the above-bounden William A. Gordon do and shall well and truly and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order in the premises, than the above obligation to be void; otherwise to remain in full force and virtue in law.

WILLIAM A. GORDON.
ELIAS E. WHITE.
SAM. CROSS.

Signed, sealed, & delivered in presence of—
J. HOLDSWORTH GORDON.

54 *Order to Deliver Policy to Receiver. Filed Jan.* 16, 1882. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

CENTRAL NATIONAL BANK
v.
ANNIE G. HUME & *als.* } Equity No. 7906.

On motion of William A. Gordon, receiver, it is, this sixteenth day of January, A. D. 1882, ordered that the defendant, Annie G. Hume, turn over to William A. Gordon, receiver, policy No. 4257, issued by the Maryland Life Insurance Company of Baltimore, Maryland, for the sum of ten thousand dollars, said policy being that mentioned in the answer of said defendant in this cause.

By the court:

A. WYLIE.

55 *Rule on Parties, Returnable 30th Jan'y. Filed Jan.* 25, 1882. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia, Holding an Equity Court, the 25th Day of January, 1882.

CENTRAL NATIONAL BANK
v.
ANNIE G. HUME *et al.* } No. 7906, Eq. Doc. 21.

On consideration of the petition of R. Ross Perry and Reginald Fendall, administrators of Thomas L. Hume, deceased, filed herein on the 14th inst., it is ordered that the parties to this cause show cause on Monday, the 30th instant, why an order should not be passed herein making said administrators parties complainant herein in the place and stead of the said Central National Bank, provided a copy of this order be served upon the solicitors of record of said bank and of said Annie G. Hume and upon the agent of said insurance company resident in the Dist. of Col.

By the court:

A. WYLIE.

56 *Consent to Use Copy of Insurance Policy in Evidence. Filed Feb.* 24, 1882. *R. J. Meigs, Clerk.*

In the Supreme Court of District of Columbia, the Twentieth Day of January, A. D. 1882.

CENTRAL NATIONAL BANK
v.
ANNIE G. HUME & *als.* } Equity, 7906.

Whereas it is necessary that William A. Gordon, receiver in above-entitled cause, in collecting from the Maryland Life Insurance Company of Baltimore the amount due upon policy No. 4257 of said company for ten thousand dollars on the life of Thomas L. Hume, in favor of his wife, Annie G. Hume, should surrender said policy to said company: Now, therefore, it is hereby agreed by the counsel for the parties in said cause that a copy of said policy No. 4257, certified by the clerk of the supreme court of the District of Columbia to be a true and correct copy of said policy, shall
57 be used in the said cause for all purposes as to testimony or otherwise in the place and stead of said policy.

EDWARDS & BARNARD,
R. ROSS PERRY,
REGINALD FENDALL,
Administrators of T. L. Hume, Dec'd.

58 *Filed Feb'y* 24, 1882.

Age, 42. Vignette. Premium, $337.20.

The Maryland Life Insurance Company of Baltimore.

Amount insured, $10,000. No. of policy, 4257.

In consideration of the representations made to it in the application for this policy, which application is hereby referred to and made part of this contract, and of the sum of three hundred and thirty-seven dollars and twenty cents to them duly paid by the insured under this policy, to wit, Annie G. Hume, wife of Thomas L. Hume, and of the annual premium of three hundred and thirty-seven dollars and twenty cents, to be paid on or before the seventeenth day of February in every year during the continuance of this policy, doth insure the life of the said Thomas L. Hume, of the city of Washington and District of Columbia, in the amount of ten thousand dollars for the term of his natural life.

And the said company doth hereby promise and agree to pay the amount of the said insurance, at its office in the city of Baltimore, in sixty days after due notice and proof of the death, during the continuance of this policy, of the said person whose life is hereby

insured as above, first deducting therefrom the balance of the year's premium, if any, and any other indebtedness to this company on account of this policy, to the said insured, Annie G. Hume, for her sole use, her executors, administrators, or assigns.

And the said company doth further agree that if after the payment of three full annual premiums upon this policy the same shall cease and determine by default in the payment of any subsequent premium when due, then this company will grant a paid-up policy, payable as above, for an amount to be determined as follows: From the net reserve on this policy, determined according to the American experience table of mortality, and four and a half per cent. compound interest, there shall be deducted any indebtedness to this company on account of this policy, and the remainder of said reserve shall be used as a single premium for paid-up insurance at the then present age of the person whose life is hereby insured, according to the published single-premium tables of this company: Provided, That this policy shall be released and surrendered to and received by this company and written application made for such paid-up policy during the lifetime of this said person whose life is hereby insured and within six months after the time when default in the payment of premium hereon shall first be made.

This policy is issued, and accepted by the insured, upon the following express conditions and agreements:

As to application.

First. That the contract between this company and the insured is wholly expressed and contained in this policy and in the application therefor, which is a part of said contract and a copy whereof is hereto annexed, and that the said contract is wholly void unless the answers, statements, and declaration made in the said application, which are those upon the faith of which this policy is issued, are in all respects true and without the suppression of any fact relating to the health, habits, or circumstances of the person whose life is hereby insured affecting the interests of this company.

As to payments of premiums.

Second. That the premiums on this policy shall be paid in cash on or before the days herein named for the payment thereof at the office of this company, in the city of Baltimore (unless otherwise expressly agreed in writing), or to agents of this company when they produce receipts signed by the president, secretary, or actuary.

As to residence and travelling.

Third. That the said person whose life is hereby insured shall not, without the consent of this company previously obtained in writing, pass or be beyond the settled limits or the protection of the United States (excepting into the settled limits of the Dominion of Canada), or, between the first of July and the first of November, south of the parallel of thirty-six degrees of north latitude, within sixty miles of the Atlantic or Gulf coast or of the Mississippi or

Red River, or enter upon a voyage upon the high seas, except as a passenger, coastwise, between ports of the United States. Nevertheless, permission is hereby given to the said person whose life is hereby insured to make voyages, as a passenger, to and from Europe in first-class sailing or steam ships, and to reside and travel there without the payment of extra premium, anything contained in this policy to the contrary notwithstanding; it being understood, however, that this policy does not cover the risk of war or of any casualty of war while the said person whose life is hereby insured is travelling beyond the settled limits of the United States, nor the risk of death by or in consequence of the acts of hostile Indians while travelling or residing in the States or Territories of the United States.

As to occupation.

Fourth. That the said person whose life is hereby insured shall not, without the consent of this company previously obtained in writing, personally engage in blasting, mining, submarine, or aeronautic operations or in the production, handling, use, custody, or transportation of highly inflammable or explosive substances; or in working or managing a steam-engine in any capacity; or as a mariner, engineer, fireman, conductor, or employé in any capacity upon service on any sea, sound, inlet, river, lake, or railroad; or enter into any military or naval service whatsoever (excepting into the militia when not in actual service.)

As to forfeiture.

Fifth. In case of the violation of any of the foregoing conditions upon which this policy is issued and accepted by the insured as aforesaid, or in case the said person whose life is hereby insured shall become addicted to the excessive use of alcoholic or narcotic stimulants, or so far intemperate as to impair health or induce delirium tremens, or shall die by his own hand or act, whether sane or insane, or in or in consequence of a duel or of the violation of the laws of any nation, State, or province, then, and in every such case, this policy shall be null and void; and in every case when this policy shall cease and determine (excepting only in the case of surrender of policy, as hereinbefore provided) or become or be null and void all payments made thereon shall be forfeited to this company: Provided, however, That in case the said person whose life is hereby insured shall die by his own hand or act during the continuance of this policy, then this company will pay in form and manner hereinbefore provided, upon the surrender of this policy, the amount of the net reserve upon this policy at the time of the death so occur-

ring, determined according to the American experience table of mortality, and four and a half per cent. compound interest, first deducting therefrom any indebtedness to this company on account of this policy.

As to assignment.

Sixth. If this policy be assigned or held as security written notice of such assignment or holding shall be given to this company and due proof of interest in the assignee or holder produced with the proofs of death.

As to premium credit.

Seventh. The sum of one hundred and one dollars of the first year's premium hereon is acknowledged as an indebtedness against this policy, with interest at six per cent. per annum, payable annually in advance, until paid; and it is agreed that a like sum of the second year's premium may be retained by the insured as a loan from this company upon the same conditions, and that said indebtedness, hereby acknowledged or hereafter to be created as above, shall, unless sooner demanded, be due and payable at the maturity or other settlement of the policy.

In witness whereof the said Maryland Life Insurance Company of Baltimore hath, by its president and secretary, signed and delivered this contract, at the city of Baltimore, this seventeenth day of February, in the year one thousand eight hundred and eighty-one.

(Signed) GEO. P. THOMAS, *President.*
(Signed) A. K. FOARD, *Secretary.*

Ex'd: C. C. A.
Ent'd: J. W. A.

NOTE.—No person, except the president or secretary of the company, is authorized to make, alter, or discharge contracts or waive forfeitures.

Form I. Ordinary life. Ed. 1878.

[Written across face in red ink:] Sample.

[Written on margin:]

BALTIMORE, *January* 23*d*, 1882.

I, A. K. Foard, secretary of the Maryland Life Insurance Company of Baltimore, do hereby certify that the foregoing print is a true copy of the original of which it purports to be a copy.

A. K. FOARD, *Sec't'y.*

(Copy of the application upon which the foregoing policy was issued.)

Application to the Maryland Life Insurance Company of Baltimore, Forming, if a Policy be Issued, a Part of the Contract.

1. Name at full length of the person for whose benefit the insurance is applied for.
Annie G. Hume.
Residence.
Washington, D. C.
Relationship to the person whose life is proposed for insurance.
Wife.
If the insurance is for the benefit of wife and children state how it is to be paid. (See note in right-hand margin.)
2. Has the person an interest in the life proposed for insurance to the full amount now applied for?
Yes.
3. Name at full length of the person whose life is proposed for insurance.
Thomas L. Hume.
Residence.
Washington, D. C.
County, —.
State, —.
Occupation.
Wholesale & retail grocer & farmer.
Address.
Washington, D. C.

☞In giving the occupation of the person it is not sufficient to state (for example) that he is a merchant or mechanic, but the particular branch of business or the actual trade must be specified.☜

4. A. Has the person now any insurance on his life?
A. Yes.
B. If so, in what office or offices, and for what amount?
B. $10,000 in Va. Life Ins. Co.; $10,000 in other Co.'s.
C. Has any life insurance Co. declined granting a policy on the person's life; if so, what company or companies?
C. No.
5. Sum to be insured.
$10,000.
For what term—
A. Life or—
B. Endowment?
Life.
A. —.
B. Endowment payable at age of —.
6. A. Is the premium to be paid annually, semi-annually, or quarterly?
A. Annual, with request for 30 % loan.

B. Is the premium to be paid for life or paid up during a period of — years?
B. Life.
7. Place and date of birth of the person.
Place of birth, Va.; year, 1838; month, Oct.; day, 24.
8. A. Person's age at the nearest birthday.
42.
B. Is the person married or single?
Married.

☞The family record of the person should always (when possible) be consulted before stating the age, to avoid error.☜

9. A. From what nationality is the person descended?
A. American.
B. Has the person resided out of the United States?
B. No.
C. If so, where and for what period?
C. —.
10. A. Has the person been successfully vaccinated?
Yes.
B. Is the person at this time in his ordinary state of health?
Yes; excellent.
11. Has the person ever had any of the following diseases? Answer separately for each disease named.
Aneurism. No.
Apoplexy. No.
Asthma. No.
Bronchitis. No.
Cancer or any tumor. No.
Colic. No.
Consumption. No.
Disease of the heart, of the urinary organs, or of any vital part. No.
Diptheria. No.
Dropsy. No.
Dyspepsia. No.
Epilepsy. No.
Fistula. No.
Fits. No.
Gout. No.
Habitual cough. No.
Insanity. No.
Liver complaint. No.
Palpitation. No.
Paralysis. No.
Pneumonia. No.
Rheumatism. No.
Rupture. No.
Scrofula. No.
Small-pox. No.
Spitting of blood. No.

Syphilis. No.
Yellow fever. No.
If the person has had any of the foregoing diseases state here the particulars of their character and duration.
Have had no sickness worth mentioning, except as recorded below (question 12).
12. Has the person had any serious illness, local disease, or personal injury; and, if so, of what nature, and how long since?
Had severe illness 5 or 6 years ago; inflam-ation of stomach & bowels; perfectly recovered.
13. Has the person, to his knowledge or belief, now any disorder or any infirmity or weakness tending to impair the constitution?
No.
14. Are the person's habits of life correct and temperate; and have they always been so?
Yes.
15. Is the person now in any military or naval service; if so, in what capacity?
No.
16. A. State whether the person's parents are alive, their ages, and the state of their health.
B. If dead, at what age and of what disease did they die?
Father—dead.
A. Ages and state of health if living.
—.
B. Age at death.
About 50.
B. Cause of death.
Probably rheumatism; general breaking up.
Mother—living; excellent health; about 68.

N. B.—In giving "cause of death" avoid all indefinite terms, such as "fever," "general debility," "exposure," &c. If the word "childbirth" be used specify how long after delivery the death occurred and whether it was accompanied by any disease of the chest.

Brothers—How many has the person had?
Five.
How many are living; what are their ages and the state of their health?
2; aged about 37 and 25; both — good health.
How many are dead, and at what ages did they die? Of what disease did they die?
1 was killed in battle; 3 died in infancy, of scarlet fever.
Sisters—6; all living; in good health; aged from 44 to 18, about; none.
17. A. Have either of the person's parents, brothers, or sisters ever had pulmonary, scrofulous, or any constitutional or hereditary disease?
A. No.
B. State, as accurately as possible, the ages to which the person's grandparents (paternal and maternal) have attained.

B. Father's father.
Very old.
Father's mother.
Nearly 100.
Mother's father.
Died young.
Mother's mother.
Over 80.

18. Name and residence of the person's usual medical attendant.
Dr. Lewis Mackall, Georgetown.

19. Name and residence of any intimate friend to be referred to for similar information.
B. Lewis Blackford.

20. Are the above-named medical attendant and friend fully able to give information as to the person's present and general state of health?
Yes.

Has any material fact bearing upon the physical condition and family history of the person been omitted in the foregoing questions?
No.

It is hereby declared that the above are fair and true answers to the foregoing questions, and it is acknowledged and agreed by the undersigned that this application shall form the basis of the contract for insurance, and that any untrue or fraudulent answers or any suppression of facts in this application or neglect to pay the premium on or before the day it becomes due shall and will render the policy null and void and forfeit all payments made thereon, unless otherwise specifically provided for in the policy.

Signature of the person whose life is proposed for insurance.
(Signed) THOMAS L. HUME.

Signature of the person for whose benefit the insurance is applied for.
(Signed) ANNIE G. HUME,
By THOMAS L. HUME.

Dated this 14 day of February, 1881.

Witness to the signing hereof:
(Signed) B. LEWIS BLACKFORD.

Instructions as to signatures.

A husband may sign for his wife thus: "Mary White, by John White," if it be inconvenient to procure her own signature.

When a creditor assures the life of a debtor both must sign.

When assurance is desired for the benefit of minor children it should be signed thus: "John White, for Anna B., Lucy M., and Alice White, my children (or children of —)."

DISTRICT OF COLUMBIA.

I, R. J. Meigs, clerk of the supreme court of the District of Columbia, do hereby certify that the foregoing print is a true copy of the original of which it purports to be a copy.

Witness my hand and the seal of said court January 23, 1882.

R. J. MEIGS,
Clerk S. C., D. C.,
By R. J. MEIGS, JR., *Ass't.*

[Printed on right-hand margin:] NOTE.—If the insurance is desired for the benefit of wife and children state whether the whole amount is to be paid to the wife, and in the event of her death to the children (under the special provisions of the charter of this company, an extract of which is printed on the 4th page of this application), or whether it is to be divided between wife and children; and, if so, in what proportions.

Approved by—

B. LEWIS BLACKFORD, *Agent.*

[Endorsed:] No. 4257. The Maryland Life Insurance Co. of Baltimore. Insurance on the life of Thomas L. Hume in favor of his wife. Amount, $10,000. Date, Febr'y 17th, 1881. Term of life. Annual payment, $337.20. Policy, $—. First payment, $337.20. Register, 2.

59 *Motion to Dissolve Restraining Order. Filed Nov.* 27, 1882. *R. J. Meigs, Clerk.*

Supreme Court of the District of Columbia.

CENTRAL NATIONAL BANK
v.
ANNIE G. HUME. } Eq. 7906.

Now comes the defendant, Annie G. Hume, by Messrs. Enoch Totten and Gordon and Gordon, and moves that the restraining order passed in this cause on the second day of November, A. D. 1881, be dissolved, and that the receiver herein be ordered to pay over to said Annie G. Hume the amount due her as beneficiary under the policy of insurance named in this cause now in his hands.

ENOCH TOTTEN,
GORDON & GORDON,
Solicitors for Annie G. Hume.

60 *Replication. Filed Dec.* 23, 1882. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

THE CENTRAL NATIONAL BANK
vs.
ANNIE G. HUME *et al.*
} Equity 7906.

The complainant hereby joins issue with the defendants, Annie G. Hume and The Maryland Life Insurance Company of Baltimore.

EDWARDS & BARNARD,
Sol'rs for Compl't.

61 *Order of Consolidation. Filed Jan.* 2, 1883. *R. J. Meigs, Clerk*

In the Supreme Court of the District of Columbia. January Term, 1883.

CENTRAL NATIONAL BANK OF WASHINGTON CITY
vs.
ANNIE G. HUME & *al.*
} Equity No. 7906.

R. ROSS PERRY & REGINALD FENDALL, Administrator- of Thos. L. Hume, & Others,
vs.
THE CONN. MUTUAL LIFE INS. CO. & Other-.
} Equity No. 8011.

PERRY — FENDALL, Adm'r-, &c.,
v.
LIFE INS. CO. OF VIRGINIA & Other-.
} Equity No. 8012.

PERRY & FENDALL, Administrator-, &c.,
v.
THE HARTFORD LIFE ANNUITY INS. Co. & Other-.
} Equity No. 8013.

62 Ordered that the three causes above designated as Nos. 8011, 8012, & 8013, equity, be, and they are, consolidated with the cause above designated as No. 7906, equity.

January 2d, 1883.

A. B. HAGNER,
Associate Justice.

63 *Order Admitting the Administrators as Parties Defendant. Filed Jan.* 2, 1883. *R. J. Meigs, Clerk.*

In the Supreme C't of the District of Columbia.

CENTRAL NATIONAL BANK OF WASHINGTON CITY
v.
ANNIE G. HUME & *al.*
} Equity No. 7906.

On consideration of the petition of R. Ross Perry and Reginald Fendall, administrators of Thos. L. Hume, dec'd, it is this 2d day of

January, 1883, by the court adjudged and ordered that the said administrators be admitted as parties defendant to the said bill as if the bill had been amended in this respect upon leave granted.

A. B. HAGNER,
Associate Justice.

64 *Exhibit with Receiver's Report. Filed Jan'y* 4, 1883.

Office of the Maryland Life Insurance Company of Baltimore, No. 10 South St.

Geo. P. Thomas, president; A. K. Foard, secretary; Clayton C. Hall, actuary; Wm. H. Blackford, manager of agencies.

BALTIMORE, *January 7th*, 1882.

Statement of policy No. 4257 on the life of Thos. L. Hume, deceased, payable to his wife, Annie G. Hume:

Amount of policy		$10,000
Deduct outstanding prem. loan		101
		$9,899

Cheque herewith to the order of Willian A. Gordon, receiver, $9,899.
E. & O. E.
Baltimore January 7th, '82.

A. K. FOARD, *Sec'ty*,
Per HANSON.

65 *Report of William A. Gordon, Receiver. Filed Jan.* 4, 1883.
R. J. Meigs, Clerk.

In the Supreme Court of District of Columbia, January 4th, 1883.

CENTRAL NATIONAL BANK
v.
ANNIE G. HUME & *als.*
} Equity 7906.

The report of William A. Gordon, receiver, under a decree passed in this cause on the 16th day of November, A. D. 1881.

The receiver reports that, acting under the order of the court, he collected from the Maryland Life Insurance Company of Baltimore, on the 7th day of January, 1882, the sum of nine thousand eight hundred and ninety-nine dollars in full of amount due upon policy No. 4257 on the life of Thomas L. Hume, deceased, payable to his wife, Annie G. Hume, as will appear from the statement of said company hereto annexed and made part of this report.

WILLIAM A. GORDON, *Receiver.*

Sworn to before me this 4th day of January, 1883.

R. J. MEIGS, *Clerk*,
By J. R. YOUNG,
Ass't Clerk.

66 *Order Directing Payment of Money into Registry of Court. Filed Jan. 4, 1883. R. J. Meigs, Clerk.*

In the Supreme Court of District of Columbia.

CENTRAL NATIONAL BANK
v.
ANNIE G. HUME & *als.* } Equity No. 7906.

R. ROSS PERRY & *al.*
v.
CONNECTICUT MUTUAL LIFE INS. CO. & *als.* } Equity No. 8011.

R. ROSS PERRY & *al.*
v.
LIFE INSURANCE CO. OF VA. & *als.* } Equity No. 8012.

R. ROSS PERRY & *als.*
v.
HARTFORD LIFE & ANNUITY INS. CO. & *als.* } Equity No. 8013.

All consolidated with equity No. 7906.

The above causes coming up to be heard upon the motion of the defendant, Annie G. Hume, to dissolve the restraining order
67 passed on the 2nd day of November, 1881, in original cause No. 7906, and the restraining orders passed on the 23rd day of January, 1882, in original causes Nos. 8011, 8012, and 8013, and having been argrued by counsel and said causes having been consolidated by the court, it is, this fourth day of January, A. D. 1883, ordered and decreed by the court that the restraining order passed on the 23rd day of January, A. D. 1882, in original cause No. 8012 be, and the same is hereby, dissolved, and the defendant, The Life Insurance Company of Virginia, is hereby ordered to pay into the registry of the court the amount due upon policy No. 468, issued by the said Life Insurance Company of Virginia, and that the receipt of the clerk of the court shall be an acquittance in full to the said company on said policy; and upon the payment of the same into the registry, as aforesaid, the clerk shall pay the same over to the defendant, Annie G. Hume, for her own benefit and as guardian of her children mentioned in said policy; and it is further ordered and decreed by the
68 court that the restraining orders passed on the 23rd day of January, 1882, in original causes Nos. 8011 and 8013 and on the 2nd day of November, 1881, in original cause No. 7906 be continued until the further order of the court; and it is further ordered and decreed by the court that the defendant, The Connecticut Mutual Life Insurance Company, pay into the registry of the court the amount due upon policy No. 161,925, and the receipt of the clerk of the court shall be an acquittance in full to the said company on said policy, and that the defendant, The Hartford Life and Annuity Insurance Company, pay into the registry of the court the amount due

upon certificates Nos. 8828, 8829, 8830, 8831, and 8832, and the receipt of the clerk of the court shall be an acquittance in full to the said company on said certificates, and that William A. Gordon, receiver under the order passed on the 16th day of November, 1881, in original cause No. 7906, pay into the registry of the court the amount by him received from the defendant, The Maryland Life
69 Insurance Company of Baltimore, less such commissions as may be allowed him by the court, and the receipt of the clerk of the court shall be an acquittance in full to said receiver; and it is further ordered and decreed by the court that the clerk of the court invest the money received by him under this decree, except so much thereof as is hereby directed to be paid to Mrs. Hume, in four and a half per cent. United States bonds, to be by him held subject to the future orders of the court; and it is further ordered and decreed by the court that the plaintiff- shall have forty days from the date of this order in which to take their testimony in this cause, and that the defendants shall have thirty days thereafter in which to take their testimony, and that the plaintiffs shall have ten days thereafter in which to take testimony in rebuttal.

A. B. HAGNER,
Asso. Justice.

70 *Power of Attorney. Hume to Gordon. Filed Jan'y* 13, 1883.

Know all men by these presents that I, Annie G. Hume, for myself and as guardian of my children, of Georgetown, in the District of Columbia, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, William A. Gordon, of the city of Washington and District of Columbia, my true and lawful attorney, irrevocable, for me and in my name, place, and stead to receipt to the clerk of the supreme court of the District of Columbia for the sum of ten thousand dollars paid to said clerk by the Life Insurance Company of Virginia upon policy No. 468, and to be paid to me for my own use and that of my children by decree of said court passed on the 4th day of January, 1883, giving and granting to my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and
71 purposes as I might or could do if personally present and assenting thereto, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute may or shall lawfully do or cause to be done by virtue thereof.

In testimony whereof I have hereunto set my hand and seal this thirteenth day of January, eighteen hundred and eighty-three.

ANNIE G. HUME, [SEAL.]
For Myself & as Guardian of my Children.

In presence of—
D. T. HASSAN.
ROS A. FISH.
Two witnesses.

DISTRICT OF COLUMBIA, *ss:*

On this thirteenth day of January, 1883, before me, Ros A. Fish, a notary public in and for said District, personally appeared Annie G. Hume, to me well known to be the person who executed the within power of attorney and who acknowledged that she executed the same for the uses and purposes therein mentioned; and I
72 certify that the said power of attorney was read and fully explained to said Annie G. Hume before execution.

[L. S.] ROS A. FISH,
Notary Public.

73 *Petition of Wm. A. Gordon for Receiver's Comm's. Filed Jan'* 17, 1883. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

CENTRAL NATIONAL BANK
v.
ANNIE G. HUME & *als.* } Equity No 7906.

The petition of William A. Gordon respectfully represents that by an order passed in this cause on the sixteenth day of November, A. D. 1881, he was appointed receiver to collect from the Maryland Life Insurance Company of Baltimore the amount due upon policy No. 4257 on the life of Thomas L. Hume, deceased, and that in compliance with said order he collected from said company (having first given bond as required in the sum of fifteen thousand dollars) the sum of nine thousand eight hundred and ninety-nine dollars; that he retained the custody of said sum until the fifth day of January, 1883, when, in obedience to an order of the court passed on
74 the fourth day of January, 1883, directing him to pay the same, less such commission as might be allowed him by the court, into the registry of the court, he paid the interest of said sum into the registry of the court and received the receipt of the clerk of the court for the same. He would respectfully represent that he has performed all the trusts reposed in him by the court and obeyed all its orders, and therefor- prays that the court will allow him the customary commissions for his services, and direct the clerk to pay him the same out of the fund now in the registry of the court.

WILLIAM A. GORDON.

Subscribed before me this 17th day of January, 1883.

R. J. MEIGS, *Clerk,*
By M. A. CLANCY,
Ass't Clerk.

75 *Receiver's Account Referred to Auditor. Filed Jan'y* 17, 1883.

In the Supreme Court of District of Columbia.

CENTRAL NATIONAL BANK
v.
ANNIE G. HUME & *als.*
} Equity 7906.

The petition of William A. Gordon, receiver, having been considered, it is, this 17th day of January, A. D. 1883, ordered by the court that said cause be referred to the auditor of the court to state the accounts of said receiver.

A. B. HAGNER,
Asso. Justice.

76 *Report of Auditor. Filed Jan'y* 24, 1883.

In the Supreme Court of the District of Columbia.

THE CENTRAL NATIONAL BANK
vs.
ANNIE G. HUME *et al.*
} No. 7906, Equity Docket 21.

This cause is referred to the auditor to state the account of William A. Gordon, receiver.

After due notice I proceeded to execute this order of reference, and return herewith the depositions taken before me.

The transactions of the receiver after his appointment *of* qualification consisted of the collection and receipt from the Maryland Life Insurance Company of Baltimore of the amount due upon the policy of insurance issued by said company on the life of Thomas L. Hume, as set forth in the pleadings in this cause, the amount
77 so collected being $9,899, the deposit of the same in the Farmers' and Mechanics' Bank of Georgetown, and the withdrawal of the same from bank and its deposit in the registry of the court in obedience to the order of the 4th of January, 1883.

The controversy in this cause is limited to the claim of the receiver for the usual allowance by way of commission or compensation for his responsibility and services in the premises. It is claimed by the parties interested in the fund, other than Annie G. Hume, that it was the duty of the receiver to have invested this fund in some safe and productive security, or to have applied to the court for instructions as to the temporary disposition of the fund pending the suit. It appears that no investment was made and no application to the court for such instructions. It does appear, however, that the fact of the collection and receipt of this money by the receiver was almost immediately known to the counsel interested
78 in the cause, and that no request was made either to the court or to the receiver for investment of the fund. The money was deposited in the bank above named to the credit of William A.

Gordon, receiver. The selection of this bank as the place of deposit was exclusively the act of the receiver. It appears that it is not the custom of this bank to pay interest upon deposits, and no interest has been realized in this case.

Whether the receiver should have sought an investment for this fund immediately upon its receipt would depend somewhat upon the then existing probabilities as to the duration of the suit. I do not think, in view of the facts as they appear, that the receiver can be charged with absolute neglect of duty, and it is quite certain that no profit resulted to himself by reason of his disposition of this fund.

79 Neither do I find in the proof that the receiver was a party to any understanding at the time of his appointment by which his services were to be rendered without charge or for any unusually moderate compensation. He furnished his bond, incurred all the responsibilities of a receiver, discharged his duties as such, and is entitled to some commissions. I think an allowance of three (3) per cent. on the amount of the fund would be ample and not excessive.

As the entire fund was deposited in the registry of the court under the order of January 4, 1883, the allowance to the receiver, when established by the court, should be paid from that fund, there being no money in the hands of the receiver.

January 23, 1883.

JAS. G. PAYNE, *Auditor.*

80 SCHEDULE A.

Account of William A. Gordon, Receiver.

DR.

To amount collected from the Maryland Fire Insurance Company of Baltimore	$9,899

CR.

By amount deposited in the registry of the court	9,899	
Commissions of receiver, 3 per cent.	296	97
Auditor's fee	10	00

JAS. G. PAYNE, *Auditor.*

81 THURSDAY, *January* 18, 1883.

Hearing pursuant to notice.

Present: Mr. William A. Gordon, as receiver; Mr. Edwards (J. S.), as solicitor for plaintiff; Messrs. R. Ross Perry and Reginald Fendall, administrators, and defendants.

WILLIAM A. GORDON sworn.

I was appointed receiver in this cause the 16th of November, 1881, to collect from the Maryland Life Insurance Company of Baltimore the amount due upon policy No. 4257, on the life of Thomas L.

Hume, payable to Annie G. Hume, his wife. After qualifying, by giving bond, I received a statement from said insurance Co., dated on the 7th of January, 1882, which is attached to my report filed in the cause, showing the amount due on the said policy to be $9,899. For this amount I received a check some time subsequent to the 7th of January, 1882, and deposited the check on the 24th
82 of January, 1882, in the Farmers' & Mechanics' National Bank of Georgetown. I presume, from the date of the deposit, that I must have received the check probably the day before the 24th of January, 1882. I exhibit the bank book showing the said deposit. No order having been made in the cause until the 4th of January, 1883, the money remained in bank, and on the 5th of January, 1883, I paid said sum of $9,899 to the clerk of the court and obtained his receipt for the same, in obedience to the order of the 4th of January, 1883.

By Mr. PERRY:

Q. Did you invest this money at all?

A. It was not invested. There was no order to invest it.

Q. You have stated in your testimony all the services you rendered in connection with this fund—that you received it, deposited it in bank, and paid it into the registry of the court?

83 A. Yes, sir.

By Mr. EDWARDS:

Q. Was any other report to the court concerning your receivership made than that of January 4, 1883?

A. None; I here state, however, that I believe that each and every counsel engaged in the case was informed of the collection of that money about the time it was collected.

Q. Upon receiving this money from the insurance Co. in January, 1882, did you ask any instructions from the court in respect to the disposition to be made of it by you?

A. I did not.

Q. You deposited it, did you not, on your own responsibility, in the Farmers' & Mechanics' National Bank of Georgetown?

A. I deposited it to the order of William A. Gordon, receiver, not on my personal account. I stated that no order had been
84 passed of any kind, and, of course, it was on my own responsibility. This bank was my personal selection. I keep most of my own deposits there.

Q. I understand you to say that you made this deposit on your own responsibility. Did you not know at the time that other banking institutions or corporations in this city, of good standing, received money on deposit and allowed interest therefor during the time remaining on deposit?

A. I am not aware, of my personal knowledge, of any bank in this city that pays interest on deposits, except the National Savings Bank.

Q. Then you did know that the National Savings Bank, a banking corporation in this city, did pay interest on deposits at the time you deposited this money in bank?

A. I did not know it of my own personal knowledge; only from information.

85 Q. At the time you made this deposit did you make any inquiry of the Farmers' & Mechanics' National Bank to ascertain whether or not they would allow you interest for this large sum of money while remaining on deposit in that bank?

A. I did not, because I knew they did not allow interest on deposits.

Q. Did you make any inquiry of any other banking corporation to ascertain whether you would be allowed interest on deposits if you made the same?

A. I did not.

Q. On whose nomination were you appointed receiver in this case?

A. It was on the nomination of counsel on the other side (Mr. Edwards).

Q. Did I not, after the court announced that it would appoint a receiver of this fund, propose your name, then being the solicitor, or one of the solicitors, for the defendant, Mrs. Hume,

86 and her children, and state that if any reduction on account of commissions was to be made concerning the fund to be realized from this life insurance policy, in the event on final hearing of the case she or her children be adjudged entitled to it, it should not be through counsel for the complainant being appointed receivers?

A. I have no recollection of your making any such statement at that time; you did make the statement after the appointment, as we were going out, but you did not at the time the receiver was appointed.

By Mr. FENDALL:

Q. You stated that you never applied to the court for any instructions in reference to the investment of this fund?

A. I did.

Q. And you are positive that no such statement was made by Mr. Edwards as that to which he has just alluded, at the

87 time of the appointment of the receiver?

A. Yes, sir; I state also that the remark was made subsequent to that, because he made it two or three times.

Q. But you are positive that no such remark was made by Mr. Edwards before the nomination of receiver?

A. If it was I did not hear it.

Q. Do you recollect if anything was said by any of the counsel representing the defendant that one of the purposes in applying for the receivership was that some of the counsel for the complainant might receive the commissions?

A. There was nothing said about commissions at the time the appointment of receiver was made.

Q. Was anything said about the expenses of that litigation prior to the appointment of receiver?

A. I do not understand exactly.

Q. Was anything said in court, prior to the appointment
88 of the receiver, in reference to the amount due on the policy being reduced by the litigation then going on?

A. I do not recollect anything of the kind.

JAMES S. EDWARDS sworn.

Examined by Mr. FENDALL:

Q. You will please state what took place in court, about the time of the appointment of the receiver, in reference to any possible reduction of the amount due on the policy of insurance by reason of these pending proceedings, and if there was any understanding at the time between the parties in reference to the amount of commissions, if any.

A. On the date the receiver was appointed the case was argured before Mr. Justice Wylie by myself in behalf of the complainant; Mr. Paul, of Virginia, and Mr. William A. Gordon representing Mrs. Hume and her children, and during the argument Mr. Blackford, the friend of Mrs. Hume and the agent of the Maryland Life
89 Insurance Co., stated to me that it was a shame that this fund should be reduced, or what this lady and her children were entitled to, by an effort to have receivers appointed and charge the fund with commissions and expenses. I said that there was no such effort on our part; that we did not desire to have the fund reduced at all. When the court announced that a receiver would be appointed, I of my own motion nominated Mr. William A. Gordon as receiver, stating that if any reduction was to be made in the fund for commissions or expenses it would not be charged to us. There was no agreement or statement by Mr. Gordon, to my knowledge, that he would serve without compensation. The conversation concerning this suggested reduction, or this statement by me in regard to this reduction of the fund, was at the same time that
90 I nominated Mr. Gordon to the court, and I made that statement then to the court so that there should be no possibility of complaint that we had endeavored to injure Mrs. Hume by obtaining commissions on a fund that might possibly be adjudged to be hers or her children's.

By Mr. GORDON:

Q. Please state whether or not you were aware of the collection of this fund shortly after I was appointed receiver?

A. I am quite clear that you told me some time not very long after your appointment as receiver that you had been paid the money.

Q. And also state whether of your knowledge any motion was made in regard to the investment by counsel on either side of this fund?

A. Not to my knowledge; I certainly did not.

By Mr. PERRY:

Q. I would like to ask you whether or not the nomination
91 of the counsel for defendant as receiver made by you was with the idea that the fund should not be diminished through the receiver's charges.

A. It was. I certainly would not, having obtained the order in our favor, have agreed if I had known that a commission would have been charged before even a final determination as to who should be entitled to the fund, or have made any nomination other than some one representing the complainants or their interests. The nomination was made by me solely for the purpose of avoiding, in case of a final adjudication in favor of Mrs. Hume or her children, any charge or expense which would reduce the amount of insurance payable on the policy through the appointment of a receiver, leaving that matter with her counsel, Mr. Gordon, the nominee. I ex-
pected, of course, if it was finally adjudged in Mrs. Hume's
92 favor, that Mr. Gordon and her would make their own terms.

93 *Petition Farmers' & Mechanics' Nat'l B'k. Filed Jan'y* 30, 1883.

In the Supreme Court of the District of Columbia. In Equity.

THE CENTRAL NATIONAL BANK OF WASHINGTON CITY *et al.*

vs.

ANNIE G. HUME *et al.*

The petition of the Farmers' and Mechanics' National Bank of Georgetown, in the District of Columbia, a corporation duly existing and having its habitat in said District of Columbia, respectfully represents that since the 2nd day of October, 1874, and continuously since that date, up to the 10th day of July, 1878, Thomas L. Hume, late of said District of Columbia, deceased, did procure from said petitioner loans and discounts for various sums on the faith and credit of promissory notes made by him and endorsed by Frank Hume, A. H. Pickrell, Hall and Hume; that on the 10th day of July,
1878, he did borrow from said petitioner the sum of $5,000
94 on the promissory note made by him in favor of Frank Hume and endorsed by the said Frank Hume and others for $5,000, dated July 10th, 1878, payable sixty days after date, with interest at eight per centum, which said note was renewed in whole or in part at various times after said July 10th, 1878, when, on the 17th day of February, 1879, the said Thomas L. Hume did procure a loan to be made by said petitioner on a note for $4,000, dated February 17th, 1879, and payable ninety (90) days after date, with interest at 8 per centum per annum, made by him in favor of Frank Hume or order, and by him alleged to be endorsed by the said Frank Hume, as also by the said Adolphus H. Pickrell and said Hall and Hume endorsed; that before the maturity of said note the

said Adolphus H. Pickrell departed this life, and at the ma-
95 turity of the said note payment thereof was duly demanded; the same being refused due notice was given of said dishonor.

That on or about the 29th day of October, 1881, there was paid and credited on said note the sum of $1,229.46, and that the balance due and unpaid thereon after the application of said credit was the sum of $3,635.82, which, with interest from said 29th day of October, 1881, is now due to said petitioner and unpaid. A copy of said note, marked Exhibit F. & M. N. B., is herewith filed as a part of this petition.

That the said claim having by the said petitioner been duly proved against the estate of the said Thomas L. Hume, since deceased, and having, on the 16th day of January, 1883, been passed by the supreme court of the District of Columbia, sitting in special term for orphans' court business, was, on the 18th day of January, 1883, duly
96 exhibited to Reginald Fendall and R. Ross Perry, to whom heretofore, on the 26th day of November, 1881, letters of administration were by the said court, sitting for orphans' court business, duly connected and granted.

That the said Central National Bank did, on the 2nd day of November, 1881, in cause numbered 7906, in equity, file its bill in this court against the said Annie G. Hume and the Maryland Life Insurance Company of Baltimore, seeking to subject certain sums due for life insurance to the debts of said Thomas L. Hume.

That the said Reginald Fendall and the said R. Ross Perry did, on the 23rd day of January, 1882, in causes in equity numbered 8011, 8012, 8013, file their bills in this court, respectively, against the Connecticut Mutual Life Insurance Company *et al.*, the Life Insurance Company of Virginia *et al.*, the Hartford Life and
97 Annuity Insurance Company of Hartford *et al.*, seeking to subject certain payments due for life insurance to the debts of said Thomas L. Hume; for the full particulars of all which said bills petitioner hereby refers to and prays that he may be allowed to produce and read the same as a part hereof.

That on the 2nd day of January, 1883, the said administrators were, by an order of the court, in cause 7906, then passed, admitted as parties defendant in said cause, and on the same date said causes numbered 8011, 8012, 8013 were, by an order then passed, consolidated with said cause numbered 7906.

Said petitioner, hereby tendering itself ready to contribute its proper proportion of the costs and charges incidental to these proceedings, and adopting all and singular the allegations in said
98 bills in said causes filed contained as to the insolvency of the said Thomas L. Hume at the times when he effected the life insurance in said bills mentioned, and that the sums due on account of said insurance are properly chargeable with all and singular the debts of the said Thomas L. Hume, prays as is prayed in each and all of said bills in causes in equity numbered 7906, 8011, 8012, 8013 filed, and that it may be allowed to intervene as a creditor in said causes consolidated as aforesaid, and that it may

prove its claim against and be decreed to share in said life insurance, and for such other and further relief as may be proper in the premises; and as in duty bound, &c., &c.

[L. S.] HENRY M. SWEENY,
President of the Farmers' & Mechanics' National Bank of Georgetown, D. C.

DISTRICT OF COLUMBIA, *ss:*

99 I, Henry M. Sweeny, president of the Farmers' and Mechanics' National Bank of Georgetown, D. C., do solemnly swear that I have read the petition by me subscribed and know the contents thereof, and that the facts herein stated upon my personal knowledge are true, and that the facts therein stated upon information and belief I believe to be true.

HENRY M. SWEENY,
President of the Farmers' and Mechanics' National Bank of Georgetown, D. C.

Sworn to and subscribed before me this twenty-ninth day of January, 1883.

[L. S.] MAYHEW PLATER,
Notary Public.

Service of this petition acknowledged.

EDWARDS & BARNARD,
Sol'rs for Cent'l Nat. B'k.
R. R. PERRY,
For Perry & Fendall, Administrators.
ENOCH TOTTEN,
For C. M. L. Ins. Co.
GORDON & GORDON,
For A. G. Hume and M. E. Pickrell.

100 EXHIBIT F. & M. N. B. No. 1. Filed Jan'y 30, 1883.

$4,000. WASHINGTON, D. C., *Feb. 17th*, 1879.

Ninety days after date I promise to pay to the order of Frank Hume four thousand $\frac{}{100}$ dollars, at the Farmers' & Mechanics' Nat. B'k, Georgetown, D. C., value received, with 8% int. until paid.

THOMAS L. HUME.

Endorsements: Frank Hume, A. H. Pickrell, Hall & Hume.

101 *Order Making F. & M. N. B. Compl't.*

In the Supreme Court of the District of Columbia. In Equity

THE CENTRAL NATIONAL BANK *et al.*

vs.

ANNIE G. HUME *et al.*

Upon consideration of the petition of the Farmers' & Mechanics' National Bank of Georgetown, D. C., filed in this cause on the 30th January, 1883, it is by the court, this 30th day of January, 1883, ordered that said petitioner have leave to intervene in this cause as a co-complainant.

CHARLES P. JAMES, *Justice.*

102 *Exceptions to Auditor's Report on Receiver's Account. Filed Feb'y* 19, 1883.

In the Supreme Court of the District of Columbia.

CENTRAL NAT'L BANK & *al.* *vs.* HUME *et al.* } Equity, 7906, 8011, 8012, & 8013, Consolidated.

The complainant excepts to the report of the auditor filed in these causes on the 24th of January, 1883, for that—

First. The said auditor erred in not charging the receiver with interest on the sum of $9,899 from the 24th day of January, 1882, the date of the receipt thereof by him, to the 5th day of January, 1883, the date when the same amount was deposited by said receiver in the registry of this court.

Second. The allowance by said auditor to the said receiver is unreasonable and excessive and should be reduced.

Feb'y 19, 1883. EDWARDS & BARNARD,
Sol'rs for Compl't.

103 *Order Extending Time to Take Proof. Filed Feb'y* 27, 1883.

In the Supreme Court of the District of Columbia.

CENTRAL NATIONAL BANK *vs.* HUME *et al.* } Equity 7906, 8011, 8012, & 8013, Consolidated.

On motion of complainants' solicitors, Edwards & Barnard—Messrs Totten and Gordon & Gordon, solicitors for defendants Hume being present in court at the hearing thereof—it is, this 27th day of February, 1883, ordered that the time for taking the testimony in said causes as consolidated be extended as follows: The complainants

are allowed twenty days from the date of this order within which to take their testimony, the defendants twenty days thereafter to take their testimony, and the complainants ten days thereafter to take testimony in rebuttal.

CHAS. P. JAMES, *Justice.*

104 *Ratification Auditor's Report. Filed March* 3, 1883. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

CENTRAL NATIONAL BANK *vs.* HUME *et al.*

The above causes having come on to be heard on the report of the auditor stating the account of the receiver and on the exceptions thereto, and counsel having been heard, it is, this 3d day of March, A. D. 1883, ordered that said exceptions be, and they hereby are, overruled, and said report is in all things ratified and confirmed.

It is further ordered that the clerk pay out the allowance to the receiver according to said auditor's report, together with the fee to the auditor.

CHAS. P. JAMES, *Justice.*

105 *Petition of George W. Cochran. Filed Mar.* 16, 1882. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

Edwards & Barnard, lawyers, Washington, D. C.

CENTRAL NATIONAL BANK *vs.* ANNIE G. HUME *et al.* } Equity No. 7906.

R. ROSS PERRY *et al.* *vs.* CONNECTICUT MUTUAL LIFE INS. CO. *et al.* } Equity No. 8011.

R. ROSS PERRY *et al.* *vs.* LIFE INSURANCE CO. OF VA. *et al.* } Equity No. 8012.

R. ROSS PERRY *et al.* *vs.* HARTFORD LIFE & ANNUITY INS. CO. *et al.* } Equity No. 8013.

Consolidated.

The petition of George W. Cochran respectfully represents—

First. That he is a citizen of the United States, is now and has been for 58 years last past and upwards a resident of and
106 domiciled in the city of Washington, in the District of Columbia, during which period or the greater portion thereof,

to wit, for 36 years and upwards, he has been doing business in said city as a wholesale and retail dealer in cigars and tobacco.

Second. On or about the 4th day of May, the 18th and 22nd days of June, in the year 1881, one Thomas L. Hume, then and for 20 years a resident of and domiciled in said city and District, and then and for more than 15 years prior thereto engaged in and apparently carrying on a large business in the said city as a wholesale and retail grocery and liquor dealer in the large store-room and premises known as No. 807 Market Space, fronting Pa. ave., between 8th and 9th streets N. W., in said city, being one of the most central and prominent business portions of said city, he, the said Hume, being then well known to this petitioner, applied to this petitioner for his accommodation indorsement on three promissory
107 notes of him, the said Hume, each for the sum of three thousand dollars ($3,000) and bearing the dates last aforesaid, and payable, respectively, at intervals of ninety (90) and sixty (60) days, of which notes, as this petitioner is now advised (but at that time was not noticed by him) he was the payee, and on the further statement and assurance, then made by said Hume to this petitioner, that his assets were abundant, that he would be in receipt soon of some twenty thousand dollars ($20,000), and that Frank Hume, his brother, who was also then personally well known to this petitioner and to be then a partner with the said Thomas L. Hume in said grocery and liquor business, under the firm name of Hume, Cleary & Co., and also engaged in the same business in said city on his own account, and a man of good financial reputation and standing, would join in such
108 indorsement and would be jointly and equally liable thereon with this petitioner, this petitioner, without any consideration, compensation, or reward whatever, but solely as a friendly act to said Thomas L. Hume, whom this petitioner then well knew, and believing and relying on said statements and assurances and in entire ignorance of his legal liability as the first indorser of said notes, indorsed said notes; and the same, as this petitioner is informed and believes, were severally discounted by and came into the possession of the Second National and the National Metropolitan Banks and the banking firm of L. Johnson & Co., all doing business in said city, in the usual course of their business; and that the said Thomas L. Hume, or the said firm of Hume, Cleary & Co., of which he was then a member, received the benefits or the proceeds of such discounts, as this petitioner charges and avers.

Third. The said Thomas L. Hume desired to renew the
109 said promissory notes at the dates they severally came due, and again applied to this petitioner to indorse certain other notes to be given in renewal thereof; and at the request of the said Thomas L. Hume and for his further accommodation and under the like circumstances, and relying upon and believing in the same or similar statements or assurances then by him made to this petitioner, and without any consideration, reward, or compensation whatever, but as a further friendly act to the said Thomas L. Hume, this petitioner indorsed the three other promissory notes of the said Thomas L. Hume, each for the sum of three thousand dollars ($3,000), bear-

ing date, respectively, August 5th, 20th, and 24th, 1881, and payable as follows: the first in ninety and the others in sixty days after their respective dates, bearing interest at the rate of seven (7) per centum per annum. These last-mentioned notes, as this peti-
110 tioner is further advised and believes, were passed to and taken by the said banks and the said banking firm as renewals of those then maturing, that of August 5th being taken by the Second National Bank; that of the 20th by the firm of L. Johnson & Co., and the other by the National Metropolitan Bank, and were severally held by said banks and the said banking firm at the dates they respectively fell due and became payable. Copies of these three last-mentioned notes and of the indorsements thereon are herewith filed as part of this petition, marked "Exhibits A, B, and C."

Fourth. The said Thomas L. Hume departed this life in the said city on or about the 22nd day of October, 1881, before any of the said last three mentioned notes became due.

Fifth. The said last-mentioned notes at the dates of their several maturities were not honored by the legal representatives of
111 the said Thomas L. Hume, the makers thereof, and were protested for non-payment, and thereafter the said banks and the said banking firm instituted their several suits, on the law side of this court, against this petitioner and the said Frank Hume to recover the amounts due on said notes, the said suits being numbered, respectively, 23252, 23257, and 23262, at law; that the said Frank Hume, by his certain pleas filed in the said suits, declared that his alleged indorsements on the said promissory notes were not made by him or with his knowledge or consent or with his authority.

Sixth. Thereafter, to wit, on the 7th and 9th days of December, 1881, judgment in said suits was recovered against this petitioner by reason of his liability on said three several promissory notes as follows: In favor of the said Second National Bank for the sum of three thousand dollars ($3,000), with interest at 7 % from
112 August 4, 1881, until paid, $18.00 as costs of suit, and $1.95 as costs of protest; in favor of the said banking firm for the sum of $3,000, with interest at the same rate from August 20th, 1881, until paid, $17.60 costs of suit, and $195 costs of protest; and in favor of the National Metropolitan Banks for $3,000, with the same rate of interest from August 24, 1881, $22.50 costs of suit, and $2.05 costs of protest, as will more fully appear by short copies of the said judgments filed herewith, marked "Exhibits D, E, & F," and to the proceedings in said causes at law, which are hereby made a part of this petition and which this petitioner asks leave to read at the hearing of this petition and of these causes at such times as they may be required. On the 13th day of February, 1882, this petitioner satisfied the said several judgments, so as aforesaid rendered
113 against him, by the following payments to the said Second National Bank with the sum of $3,128.63, and the said National Metropolitan Bank with the sum of $3,122.85, and the said firm of Lewis Johnson & Co. with the sum of $3,121.05, amounting in the aggregate to the sum of $9,372.53, which amount, with interest from the respective dates of payment, is now due and owing

to this petitioner by the estate of the said Thomas L. Hume, exclusive of all set-offs or just grounds of defence, no portion thereof, either for principal or interest, having been paid to him, and this petitioner has no security whatever therefor.

Seventh. This petitioner is further informed and believes and, on information and belief, further charges and avers that from the proceeds of the moneys received by him by the discount of the promissory notes heretofore described and so as aforesaid indorsed by
114 this petitioner, he, the said Thomas L. Hume, paid a portion of the premiums falling due on the policies of insurance on his life described in the proceedings in these causes, whereby and through which payments the said policies of insurance were continued in force and kept alive and became operative at the time of his death.

Eighth. This petitioner hereby adopts the allegations contained in the original bills of complaint filed in these causes and asks that the same may be considered as a part of this petition as fully and to all intents and purposes as if herein repeated, and hereby tenders himself ready and willing to contribute his just proportion of the costs and expenses of this suit; and, the premises considered, he prays—

First. That he may be allowed to come into these suits and
115 be made a party complainant therein and receive and be entitled to share in all of the benefits thereof.

Second. That all necessary references may be made, accounts stated, and other proceedings had for the objects and purposes of this petition and said suits.

Third. That from the proceeds of the moneys collected or collectable from the policies of insurance described in the proceedings in these causes this petitioner may be paid the amount due to him as aforesaid.

Fourth. That your petitioner may have the benefit of every process, heretofore issued, and may have any further process against the defendants in the said causes deemed requisite.

Fifth. That your petitioner may have such other and further relief in the premises as the nature of the case may require.

GEO. W. COCHRAN.

EDWARDS & BARNARD,
Solicitors for Petitioner.

116 DISTRICT OF COLUMBIA, *ss:*

I, George W. Cochran, do solemnly swear that I have read the foregoing petition by me subscribed and know the contents thereof; that the facts therein stated upon my personal knowledge are true, and that the facts therein stated upon information and belief I believe to be true.

GEO. W. COCHRAN.

Subscribed and sworn to before me this 15th day of March, A. D. 1883.

R. J. MEIGS, *Clerk*,
By M. A. CLANCY, *Ass't Clerk.*

117 EXHIBIT A.

$3,000. WASHINGTON, D. C., *Aug.* 4, 1881.

Ninety days after date I promise to pay to the order of Geo. W. Cochran three thousand dollars, value received, with 7% interest until paid, payable at the Second National Bank.

(S'g'd) THOMAS L. HUME.

Endorsements: Geo. W. Cochran, Frank Hume. M'ch 13, '82. $3,128.63. Paid by Geo. W. Cochran, including costs of suit, int., and protest. W. F. M., att'y.

EXHIBIT B.

$3,000. WASHINGTON, D. C., *Aug.* 24, 1881.

Sixty days after date I promise to pay to the order of Geo. W. Cochran three thousand dollars, value received, with 7% int. until paid.

(S'g'd) THOMAS L. HUME.

Endorsements: Geo. W. Cochran, Frank Hume, Hume, Cleary & Co.

118 EXHIBIT C.

$3,000. WASHINGTON, D. C., *Aug.* 20*th*, 1881.

Sixty days after date I promise to pay to the order of Geo. W. Cochran three thousand dollars, value received, with 7% interest until paid.

(S'g'd) THOMAS L. HUME.

Endorsements: Geo. W. Cochran, Frank Hume.

119 EXHIBIT D. Short Copy. Filed March 16, 1883. R. J. Meigs, Clerk.

CLERK'S OFFICE,
SUPREME COURT OF THE DISTRICT OF COLUMBIA.

THE SECOND NATIONAL BANK OF WASHINGTON CITY *vs.* GEORGE W. COCHRAN and FRANK HUME. } No. 23257, Docket —.

1881, Dec. 7. Judgment *vs.* Cochran, by default, for	$3,000	00
Interest on same @ 7% from Aug. 4, '81, until paid, and costs of suit	18	00
Costs of protest	1	95

1882, M'ch 20. Satisfied — order pl'ff's att'y filed. January 24, '83.

Test: R. J. MEIGS, *Clerk*,
By J. R. YOUNG, *Ass't Clerk*.

120 EXHIBIT E. Short Copy. Filed March 13, 1883. R. J. Meigs, Clerk.

CLERK'S OFFICE,
SUPREME COURT OF THE DISTRICT OF COLUMBIA.

LEWIS JOHNSON & Co.
vs.
GEORGE W. COCHRAN and FRANK HUME. } No. 23262, Docket —.

1881, Dec. 7. Judgment *vs.* Cochran, by default, for		$3,000 00
Interest on same @ 7% from Aug. 20, 1881, until paid, and costs of suit		17 60
Costs of protest		1 95

1882, M'ch 20. Satisfied by order pl'ff's att'y filed.
January 24, 1883.
Test:
R. J. MEIGS, *Clerk*,
By J. R. YOUNG, *Ass't Clerk.*

121 EXHIBIT F. Short Copy. Filed Mar. 16, 1883. R. J. Meigs, Clerk.

CLERK'S OFFICE,
SUPREME COURT OF THE DISTRICT OF COLUMBIA.

THE NATIONAL METROPOLITAN BANK
vs.
GEORGE W. COCHRAN, FRANK HUME, and JAMES K. Cleary & Frank Hume, Surviving Partners of the Firm of Hume, Cleary & Company. } No. 23252, Docket —.

1881, Dec. 9. Judgment *vs.* Cochran, by default, for		$3,000 00
Interest on same @ 7% from Aug. 24, 1881, until paid, and costs of suit		22 50
Costs of protest		2 05

1882, M'ch 20. Entered satisfied — order pl'ff's att'y filed.
January 24, 1883.
Test:
R. J. MEIGS, *Clerk*,
By J. R. YOUNG, *Ass't Clerk.*

122 *Service of Petition of Geo. W. Cochran.*

Service of this petition hereby acknowledged this 10th day of March, 1883.

R. ROSS PERRY,
REG'D FENDALL,
Administrators T. L. Hume.
H. E. DAVIS,
For Life Ins. Co., Va.

Service acknowledged.

C. M. MATHEWS,
For F. & M. N. B'k.
GORDON & GORDON,
For A. G. Hume.

Mar. 15, '83.

ENOCH TOTTEN,
For Conn. Mut. Life Ins. Co.

123 *George W. Cochran Allowed to Intervene. Filed Mar.* 19, 1883. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

CENTRAL NATIONAL BANK
vs.
ANNIE G. HUME *et al.* } Equity No. 7906.

R. ROSS PERRY *et al.*
vs.
CONNECTICUT MUTUAL LIFE INS. CO. *et al.* } Equity No. 8011.

R. ROSS PERRY *et al.*
vs.
LIFE INSURANCE CO. OF VA. *et al.* } Equity No. 8012.

R. ROSS PERRY *et al.*
vs.
HARTFORD LIFE & ANNUITY INS. CO. *et al.* } Equity No. 8013.

Consolidated.

Upon consideration of the petition of George W. Cochran, asking for leave to intervene in the above-entitled causes as a party complainant, it is, this 19th day of March, 1883, ordered that leave be and is hereby, granted said petitioner to become, and he is hereby made, a party complainant in the above-entitled causes, as prayed.

A. B. HAGNER,
Asso. Justice.

124 *Depositions Behalf Complainant. Filed June* 27, 1883. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

CENTRAL NATIONAL BANK OF WASHINGTON CITY
vs.
ANNIE G. HUME *et al.* } Equity No. 7906, No. 8011, No. 8012, No. 8013.

Consolidated.

* * * * * * *

125 *Filed June* 27, 1883. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

CENTRAL NAT'L BANK OF WASHINGTON CITY *et al.* *vs.* ANNIE G. HUME *et al.* } Equity No. 7906.

PERRY & FENDALL, Adm'rs Thos. L. Hume, *et al.* *vs.* THE CONN. MUT. LIFE INS. CO. *et al.* } No. 8011.

PERRY & FENDALL, Administrators, &c., *vs.* LIFE INSURANCE CO. OF VIRGINIA *et al.* } No. 8012.

PERRY & FENDALL, Administrators, &c., *vs.* THE HARTFORD LIFE & ANNUITY INS. CO. *et al.* } No. 8013.

Consolidated.

To Messrs. Gordon & Gordon, & Enoch Totten, Esq., sol'c'rs for Annie G. Hume; Charles I. M. Gwinn, Esq., sol'r for Md. Life Ins. Co. of Baltimore; B. U. Keyser, Esq., receiver G. A. National Bank; C. M. Matthews, Esq., sol'r for Farmers' & Mech. Nat. B'k of Georgetown; Enoch Totten, Esq., sol'c'r for Conn. Mut.
126 L. Ins. Co.; H. E. Davis, Esq., sol'c'r for Life Ins. Co. of Virginia; Messrs. B. Lewis Blackford & F. B. Smith, ag'ts for Hartford L. Annuity Ins. Co.

GENTLEMEN: Please take notice that I hereby designate next Monday, March 5th, 1883, at two (2) o'clock p. m., and the law office of Reginald Fendall, Esq., No. 325 4½ St. N. W., in Washington city, D. C., as the time and place when and where testimony on behalf of the complainants in the above-entitled causes, consolidated, will be taken by and before me.

M'ch 1st, 1883.

ALBERT HARPER,
Examiner in Chancery.

Service acknowledged for Annie G. Hume & the children of Annie G. & Thomas L. Hume March 1, '83.

GORDON & GORDON.

ENOCH TOTTEN,
For Conn. Mu. L. Ins. Co.

Service acknowledged M'ch 2, '83.

B. U. KEYSER.

This notice was served on me this 2d day of March, 1883. I am no longer engaged in this cause, and send word of the notification to the company's president at Richmond.

H. E. DAVIS.

127 In the Supreme Court of the District of Columbia.

CENTRAL NATIONAL BANK OF WASHINGTON CITY *vs.* ANNIE G. HUME *et al.* } Equity No. 7906, No. 8011, No. 8012, No. 8013.

Consolidated.

Be it remembered that at an examination of witnesses begun and held, pursuant to the foregoing notice, on the 5th day of March, A. D. 1883, and at other times, by adjournment, in the city of Washington, D. C., personally appeared before me, Albert Harper, an examiner in chancery of said court, the within-named H. J. Ramsdell, B. U. Keyser, William Laird, Jr., Mayhew Plater, Frank Hume, Charles S. Bradley, Albert B. Ruff, Frederick A. Stier, John P. Franklin, Thomas J. Fisher, Edward Temple, William M. Shuster, George J. Seufferle, William B. Jackson, James S. Edwards. R. K. Elliot, Albert F. March, James W. Williams, Jacob Lefo, Henry Wetzel, George W. Cochran, William A. McKenney, Linden Kent, Richard T. Morsell, Henry Semken, Robert B. Tenney, Nathaniel B.
128 Fugitt, Francis H. Smith, L. G. Hine, Charles L. Hine, Osceola C. Green, Archibald C. Gibbs, Reginald Fendall, William A. Gordon, and Samuel K. Birche, who, being produced as witnesses for and on behalf of the complainants in the above-entitled causes, consolidated, and being first duly sworn and cautioned to tell the truth, the whole truth, and nothing but the truth touching the matter at issue in said causes, consolidated, did thereupon depose and say as follows:

MONDAY, *March 5th*, 1883—2 o'clock p. m.

Met pursuant to foregoing notice.

Present: James S. Edwards, Esq., of solicitors for Central National Bank; R. Ross Perry, Esq., solicitor, for Messrs. Perry and Fendall, complainants; C. M. Matthews, Esq., solicitor for Farmers' & Mechanics' Nat. Bank of Georgetown, D. C.; J. Holdsworth Gordon, of solicitors for Annie G. Hume and the children of Annie G. and Thomas L. Hume; also Benjamin U. Keyser, Esq., as receiver of the German American National Bank; also Frank Hume,
129 Esq., who says that the papers called for in the *subpœna duces tecum* are in the possession of his counsel, who is now absent from the city, but which will be procured at the next session; also H. J. Ramsdell, Esq., who says that the record referred to in the *subpœna duces tecum* served upon him has only been kept since January 1st, 1883, and relates only to cases in which letters have been issued since that date and does not show any record of claims proven against the estate of Thomas L. Hume, deceased.

Supreme Court of the District of Columbia, the 28th Day of February, 1883.

CENTRAL BANK *et al.* vs. HUME *et al.* } No. 7906, Equity Doc. 21.

PERRY & FENDALL vs. CONN. MUT'L LIFE INS. CO. } No. 8011, Equity Doc. 22.

PERRY & FENDALL vs. LIFE INS. CO. OF VA. } No. 8012, Equity Doc. 22.

PERRY & FENDALL vs. HARTFORD LIFE & ANNUITY INS. CO. } No. 8013, Equity Doc. 22.

The President of the United States to A. S. Harkness, deputy register of wills:

130 You are hereby commanded to appear as witness for the compl't- before the examiner, Albert Harper, at R. Fendall's office, No. 325 4½ St., on the 5th day of March, 1883, at 2 o'clock p. m., and bring with you all written memoranda or evidences of indebtedness alleged to be due to them, respectively, by the late Thomas L. Hume, and the register of wills to bring record of claims proved against estate of T. L. Hume.

Witness D. K. Cartter, chief justice, &c.

R. J. MEIGS, *Clerk, &c.*,
By R. J. MEIGS, JR., *Ass't Clerk, &c.*

ALBERT HARPER, *Examiner.*

131 Whereupon BENJAMIN U. KEYSER, being produced as a witness of lawful age on behalf of the complainants in the above-entitled causes, consolidated, and being first duly sworn, deposes and says:

Direct examination by Mr. PERRY:

Q. You are receiver of the late German & American National Bank?

A. Yes, sir.

Q. Will you state whether or not as such receiver you hold any evidences of indebtedness against the estate of Thomas L. Hume?

Mr. GORDON: We object on the ground that Mr. Keyser cannot testify as to any transaction with Thomas L. Hume, deceased, the suit being against his administrators.

A. Yes.

Q. Have you those evidences with you?

A. No; the evidences that I have are notes in suit.
Q. Where are those notes—filed with the causes?
A. Yes; filed with the causes.
132 Q. You refer to suits brought in the supreme court of the District of Columbia?
A. I do.
Q. And the notes you refer to are filed and attached to the declarations in those causes?
A. Yes.
Q. Have you a list of those suits?
A. No; I have not.
Q. Were there two suits?
A. I think there were two such suits; there were two notes.
Q. What are the amounts of those notes?

Mr. GORDON: Objected to, as the notes or papers in the suit will show.

A. One note was for $7,823.76, dated September 11th, 1878; the other one was for $4,500, and dated November 2nd, 1878.
Q. When was the first one of those notes, the larger one, payable?
A. I think both — ninety-day notes.
Q. Have you any knowledge as to whether these notes are evidences of indebtedness which was created at the time they were given, or whether they are extensions or curtailments or continuations of a prior transaction?
133 A. They are continuations of a prior transaction.
Q. Have you any means of ascertaining how far back the transaction ran; in other words, do you know when the original transaction occurred out of which these transactions grew?

Mr. GORDON: Objected to, unless the documentary evidence is provided.

A. Yes; I have not the paper with me, but I have consulted the records at the bank to-day (which I had done previously) to refresh my memory, and I find that the transaction runs back to August, 1873.
Q. What transaction?
A. The original loan of Thomas L. Hume from the German & American Savings Bank.
Q. How much money?
A. Twenty-six thousand dollars. That loan continued as $26,000 up to August or September; I have forgotten which; September, I think, 1878, when a little over $13,000 was paid in cash, and these two notes of $7,823.76 and $5,000 were given; the smaller
134 named note I first mentioned was the $5,000 upon which payment of $500 had been made.
Q. And those are the only evidences of indebtedness that you hold as receiver?
A. The only ones against Thomas L. Hume.
Mr. BERRY: You will please at the next session produce the original books of entry of the German & American National Bank, or

rather of the German & American Savings Bank, of which the German & American National Bank was successor, containing the entries to which you have testified and also the two notes upon which you say suit has been brought.

WITNESS: I will.

Mr. Edwards here produces said notes, which he procured from R. K. Elliot, Esq., upon the promise of immediate return to him, and, with the consent of solicitors for defendants, the examiner incorporates into this deposition true copies of said notes, with
135 the understanding that the originals will be produced at the hearing of these causes if required or at the proper request of defendants.

$158 40 int.
7,665 36

7,823 76

WASHINGTON, D. C., *Sept.* 11, 1878.

Ninety days after date I promise to pay to the order of A. H. Pickrell seventy-six hundred & sixty-five $\frac{36}{100}$ dollars, at the German-Am. Nat. Bank, with 8% int. until p'd, value received.

THOMAS L. HUME.

No. —. Due Dec. 13.

If protested send a notice to G. A. Nat.

A. H. PICKRELL.
HALL & HUME.

2704. Dec. 13, '78. Thos. L. Hume—

7,665 36
158 40

7,823 76

[Paid—National Metropolitan Bank, Washington, D. C.]

Pay G. H. White, cash., or order for coll. account Chemical National Bank, N. Y.

Thos. L. Hume. 10 Dec., '78. Ger.-Am.—

7,665 36
Int. 158 40

7,823 76

UNITED STATES OF AMERICA, *District of Columbia,* } *To wit:*

Be it known that on the thirteenth day of December, in the year eighteen hundred and seventy-eight, I, William G. Moore, notary public, residing in said District, duly commissioned and
136 sworn, at the request of the National Metropolitan Bank of Washington, presented the original note of Thomas L. Hume

hereto attached at the German-American Bank and demanded payment thereof, whereunto I was answered by the receiver, "The bank is suspended."

Therefore, I, the said notary, at the request aforesaid, have protested, and by these presents do solemnly protest, against the drawer and endorsers of the said note and all others whom it may or doth concern for all costs, exchange, charges, damages, and interest suffered and to be suffered for want of payment thereof; and on the same day I mailed notice of protest to the last endorser, viz:

Notice for Wm. J. Quinlin, Jr., directed to Wm. J. Quinlin, Jr., Esq., cashier Chemical Nat. Bank, New York city, N. Y.
Do. Cashier. Do.

137 And delivered do. A. H. Pickrell, at his office, 53 Water street, Georgetown.
Do. Hall & Hume, at 807 Market Space, the place of business of Thomas L. Hume.
Do. German-American National Bank, to the receiver in person.

In testimony whereof I have hereunto set my hand and affixed my notarial seal of office the day and year aforesaid.

WM. G. MOORE,
Notary Public.

Protesting	1 75
Notices	40
Postage	03
	2 18

Recorded Book L, page 29.

DISTRICT OF COLUMBIA, *To wit:*

OFFICE OF THE REGISTER OF WILLS, *May 14th*, 1880.

This day appeared Benjamin U. Keyser, receiver of the German-American National Bank, and made oath on the Holy Evang-les of Almighty God that no part of the money intended to be secured by the annexed note hath been received or any security or satisfaction given for the same (except what is credited).

$7,665.36.

Test: A. WEBSTER,
Register of Wills for the District of Columbia.

Will pass when paid.
By order—

—— ——, *Justice.*

Test:

——— ———,
Register of Wills, D. C.

138 (The original of the above note and protest is marked for identification on the back as follows:

"Exhibit B. U. K. No. 1. Albert Harper, examiner. Eq. No. 7906 *et al.*")

$4,500. WASHINGTON, D. C., *Nov.* 2*d*, 1878.

Ninety days after date I promise to pay to the order of A. H. Pickrell forty-five hundred $\frac{00}{100}$ dollars, at the German-American Nat. B'k, with 8% int. until paid, value received.

THOMAS L. HUME.

No. —. Due ——.

Endorsed: A. H. Pickrell.

(The original of the above note is marked for identification on the back as follows:

"Exhibit B. U. K. No. 2. Albert Harper, examiner. Eq. No. 7906 *et al.*")

139 Q. Do you know Thomas L. Hume's signature?

A. Yes; well acquainted with it.

Q. Do you know that that is his signature on these two notes, Exhibits B. U. K. Nos. 1 and 2?

A. I do.

Q. Do you know A. H. Pickrell's signature?

A. I could not swear to it. They were alleged to be his signatures—that is, the signatures of A. H. Pickrell on those two notes, Exhibits B. U. K. Nos. 1 and 2.

Adjourned until to-morrow, Tuesday, March 6th, 1883, at one o'clock p. m.

TUESDAY, *March 6th*, 1883—1 o'clk p. m.

Met pursuant to adjournment.

Present: James S. Edwards, Esq., of solicitors for Central National Bank; R. Ross Perry, Esq., solicitor for Messrs. Perry & Fendall, complainants; C. M. Matthews, Esq., solicitor for Farmers' & Mechanics' National Bank of Georgetown, D. C.; J. Holdsworth Gordon, Esq., and Enoch Totten, Esq., solicitors for Annie G.
140 Hume and the children of Annie G. and Thomas L. Hume; also Enoch Totten, Esq., for the Connecticut Mutual Life Insurance Company; also Benjamin U. Keyser, Esq., as receiver of the German-American National Bank; whereupon—

BENJAMIN U. KEYSER'S direct examination is resumed by Mr. PERRY:

Q. In your examination yesterday you spoke of certain entries in the books of the German-American Savings Bank (successor to the German-American National Bank) by which you had been enabled to trace the history of the present indebtedness which you hold as receiver of the German-American National Bank against the estate of Thomas L. Hume; you were then requested to produce those books; have you them here?

A. I have here a book entitled "Loan Register of the German-American Savings Bank." The book was started in the German-American Savings Bank and continued straight through
141 the changes of the bank; it was originally the book of the German-American Savings Bank, and afterwards the German-American National Bank—the same book. I find on page 15 of that book, under date of August 28, '73, German-American Savings Bank, loan No. 155, $26,000, to Thomas L. Hume, secured by a deed of trust on lots 151 to 163, inclusive, in square 206.

Q. How long did that indebtedness continue in that shape, as in that book?

Mr. TOTTEN: Give all the entries.

Mr. PERRY: I will have the examiner make a copy of the entries referred to by the witness and file it as an exhibit to this deposition, marked Exhibit B. U. K. No. 3.

A. This loan is not yet on this book marked paid. There is no evidence in this book that that loan has ever been paid; but I find in the bank the original notes represented by that loan in an envelope with Thomas L. Hume's name on it marked paid.

142. Q. In whose handwriting is that?

A. Charles E. Prentiss, cashier of the German-American Savings and National Bank. I find on page 152 of this book loan No. 818, March 10, '77, made to Thomas L. Hume, for $5,000, endorsed by A. H. Pickrell and Hall & Hume. I find on page 234 of the same book loan No. 2704, September 11th, 1878, to Hall & Hume, with security of A. H. Pickrell and Thomas L. Hume, for $7,823.76. That is the Chemical Bank note. With reference to the last loan I have just referred to I refer to a book called a day book. It is the discount blotter really of the German-American National, in which I find, September 11th, 1878, that there was paid on that day the note of Thomas L. Hume, endorsed by Hall & Hume and A. H. Pickrell. I think it is for $8,165.36. On that transaction it appears that the large note was paid with it, and on the same day — new note was given for $7,823.76. There was a curtail and a renewal.

Q. Are those all the entries you find?

143 A. Those are all the entries I find in either of the books.

Q. This last note you speak of as renewal, is that the one you introduced yesterday and upon which suit was brought?

A. That $7,823.76 is renewal.

Q. So that the original transaction dates back as far as 1873?

A. Yes.

Q. That other note you refer to—the smaller one for $4,500—is that also connected with the same transaction?

A. That is the note I read as loan No. 818, $5,000; curtail paid on it November 6th, 1878, of $500, and a new note given for $4,500.

Q. What is the date of the original loan No. 818?

A. March 10th, 1877, and that $4,500 note is a continuation of that.

Q. I understand you, then, that these two notes introduced yesterday upon which you have brought suit as receiver of the bank are

continuations of the respective loans you refer to, one made in 1877 and the other in 1878?

A. They are.

144 Cross-examination by Col. TOTTEN:

Q. Do I understand you to say that the $500 was paid to you?

A. Yes; paid to me in November, 1878. I went in as receiver on the 31st of October, 1878. I do know exactly how those matters were continued, but I am not the best evidence in the case, for I do not know of my own knowledge. I guess you had better ask some one else.

Q. I have here thirteen promissory notes which represent the original loan of $26,000. Is that right?

A. It is.

Q. I have here an envelope marked German-American National Bank, Washington, D. C., printed, and in writing papers Thomas L. Hume, marked paid. What does that mean?

A. It means that those notes were paid.

Q. The $26,000 actually paid?

A. Yes, sir.

Q. What do you mean, then, by saying that these are connected with the two notes you have in suit?

145 A. The two notes I have in suit were part payment of those notes.

Q. How do you know that?

A. I know it by hearsay.

Q. That is all?

A. That is all.

Q. The records of the bank, part of which consist of that envelope, show that those notes were paid?

A. Yes.

Q. And that is all you know about it?

A. Yes.

Q. The records of your bank show that those notes were paid?

A. Yes, sir; the envelope shows that they are paid. There is no record in this book to show that they are paid.

Q. In whose handwriting is that endorsement, "Papers Thomas L. Hume, paid?"

A. Charles S. Prentiss, to the best of my knowledge, cashier of the German-American National Bank, and also cashier of the German-American Savings Bank.

Q. You have brought suit at law against the estate of Thomas L. Hume on two notes, one for how much?

146 A. $7,823.76.

Q. Is that the amount for which the note was given, or the amount due on the note according to your computation?

A. The note is for $7,365.36.

Q. One of those notes upon which you have brought suit is for $7,665.36, dated September 11, 1878, payable to the order of A. H. Pickrell and signed by Thomas L. Hume, and is filed as an exhibit in this your deposition?

A. Yes, sir.
Q. And that note is now held by you as receiver?
A. No.
Q. Please state who holds it and what the circumstances are.
A. I hold that as attorney for the Chemical National Bank of New York.
Q. They sent it to you for collection?
A. They did.
Q. When did they do that?
A. Soon after the failure of the bank; I think in the spring of 1879.
Q. Have you got the note actually in your possession?
147 A. No.
Q. Where is it?
A. Filed in the suit as an exhibit in the cause.

(Mr. EDWARDS: I have the two notes. I got them from Mr. Elliot.)

Q. You actually have in your custody the original note, dated September 11, 1878, for $7,665.36?
A. I have.
Q. And it was sent to you by the Chemical National Bank for collection—sent to you after you became receiver of the German-American National Bank?
A. Yes, sir.
Q. That is all the right, title, and interest you have got in it?
A. That is all.
Q. Now, about the other suit. What is that note for?
A. It is a note for $4,500, dated November 2d, 1878.
Q. The other suit at law which you have instituted against the Hume estate is on a note for $4,500, dated Washington, D. C., November 2d, 1878, copy of which is already in the record?
148 A. Yes, sir.
Q. That is, in your custody as receiver?
A. Yes; belongs to the German-American National Bank, and is a part of the assets of the German-American National Bank.
Q. Have you as receiver paid anything on account of the indebtedness of that bank?
A. Yes.
Q. How much?
A. Fifty per cent.
Q. When did you pay the first dividend?
A. I could not tell you without reference to the books.
Q. When did you pay the last one?
A. September, 1882.
Q. For how much?
A. Ten per cent. I paid a dividend of ten per cent. each time. I paid the last September, 1882.

(Mr. EDWARDS: These questions as to the payment of dividends are objected to as immaterial and not responsive to the examination-in-chief.)

Redirect by Mr. EDWARDS:

149 Q. You have stated on cross-examination that you hold the two notes referred to in your examination yesterday, copies of which are incorporated in your deposition. Do you not also hold in your custody the thirteen notes of $2,000 each that were discounted, as you state, by the German-American Savings Bank in August, 1873?

A. Yes; I have them in my possession.

Q. The only evidence that you have discovered to show that those thirteen notes are paid is the endorsement on the envelope in which you found the notes, is it not?

A. That is precisely true. There is no record evidence whatever in any of the books of the bank of the payment of those thirteen $2,000 notes.

Q. And you found those thirteen notes in the custody of the bank or with the archives of the bank at the time you first took possession of its affairs as receiver?

A. Yes; I found them as assets of the bank when I examined it in April, 1878, and I found them among its archives in November, 1878.

150 Q. You found them in your examination as an officer of the Government antedating the failure of the bank, and also found them subsequently to its failure, as you have stated?

A. Yes, sir.

(Col. TOTTEN: Question objected to as leading. I also object to such of the testimony of Mr. Keyser as he admits on cross-examination was hearsay.)

BENJAMIN U. KEYSER.

Subscribed and sworn to before me this 26th day of May, A. D. 1883.

ALBERT HARPER, *Examiner.*

152 WILLIAM LAIRD, Jr., being produced as a witness, of lawful age, on behalf of the complainants and the petitioning creditor, the Farmers' & Mechanics' National Bank of Georgetown, D. C., and being first duly sworn, deposes and says as follows:

Direct examination by Mr. MATTHEWS:

Q. Please state your name and occupation and residence.

A. William Laird, Jr., cashier of the Farmers' & Mechanics' National Bank of Georgetown, D. C.

Q. Look at that note and state what it is.

A. It is a note of Thomas L. Hume, dated February 17, 1879, for $4,000, ninety days, eight per cent. interest until paid; fell due 18–21 of May, 1879, payable to the order of Frank Hume, and it seems to be endorsed by Frank Hume, A. H. Pickrell, and Hall & Hume.

Q. By whom is that note now held?

A. Held by the Farmers' & Mechanics' National Bank of Georgetown, D. C.

153 Q. Discounted in the regular course of business?

A. Yes, sir.

Q. You are acquainted with the signature of Thomas L. Hume?

A. I think I am.

Q. You have no hesitation in pronouncing that to be his signature?

A. I believe it to be; more than that, I have his word for it. He showed me the note and said that was the signature of his brother and that was his signature.

Q. Know the signatuare of A. H. Pickrell?

A. I think I do, sir; that is his signature.

Q. By whom was the endorsement of Hall & Hume made?

A. By Thomas L. Hume, in the bank.

Q. Will you please state how much is due upon that note?

A. $3,635.82, with interest from October 29, 1881.

Q. I hand you transcript of the discount ledger of the Farmers' & Mechanics' National Bank of Georgetown, D. C. Will you please state from that transcript when the note of which this is

154 part renewal—in other words, when the original transaction took place?

A. It was discounted on July 10th, 1878, for $5,000.

Q. By whom was that note made and endorsed?

A. Made by Thomas L. Hume and endorsed by Frank Hume, A. H. Pickrell, and Hall & Hume.

Q. When did it become due and what was done with it?

A. September 11–14.

WITNESS: Do you want the whole history of the original loan?

COUNSEL: Yes.

WITNESS: The original loan was made July 10th, 1878, at the request of Mr. A. H. Pickrell, the father-in-law of Thomas L. Hume. He came to me and asked me to lend the money; he called upon me first because he knew I was opposed to it; he stated to me that it would be a great accommodation to him if I would let Thomas L. Hume have this discount; that the note would be endorsed by himself and Frank Hume, his brother.

Q. That note became due when?

155 A. September 11th; then Mr. Hume came to us—the president and myself—and said to us that the best he could do then would be to renew it for $5,000; he gave me another note for $5,000; that note was dated September 14th, and we discounted it for Thomas L. Hume for $5,000 and interest, with same endorsers.

Q. What became of that note?

A. That note fell due February 18, 1879. Mr. Hume then came to us and said the best he could do would be to pay a curtail of $500 on it, and asked us to renew for $4,500; we did so for the same endorsers.

Q. What became of that note?

A. That note fell due February 17th (the 18th was Sunday); we renewed that note for Mr. T. L. Hume for $4,000, he paying $500 and interest. That is the note we now hold, with the reduction by part payment.

WITNESS: Do you want the history of that note?

COUNSEL: Yes.

156 WITNESS: When that note fell due, just a few minutes before three o'clock, Mr. T. L. Hume came to the bank and said he had a note of $4,500 due that day; that the most he could do or pay of it was $500. He said he had a new note, signed by himself, and endorsed by his brother, Mr. Frank Hume. He took it out of his pocket and showed it to me. Then he said he would go and see the "old man," as he called his father-in-law, Mr. A. H. Pickrell, and get his signature. He did so, and brought the note back, and we put it to the credit of Hall & Hume, the way the account was generally kept. He drew his check for the $500 on the Second National Bank of Washington, D. C., and gave it to me, with the note for $4,000, in which is the note with the reduction, upon which suit has been brought.

By Mr. PERRY:

Q. You have testified to the handwriting of Mr. A. H. Pickrell. Please examine these two notes, marked for identification Ex-
157 hibits B. U. K. Nos. 1 & 2, which were introduced in evidence by Mr. Keyser and copies of which have been incorporated in his deposition, and state whether or not the name of A. H. Pickrell, which appears upon the back of each of those notes, is, to the best of your knowledge and belief, in the handwriting of Mr. Pickrell.

A. Our own note is signed by Mr. A. H. Pickrell, to the best of my knowledge and belief. I cannot say as to the others.

Cross-examination by Col. TOTTEN:

Q. There seems to have been a payment on this note?

A. Yes, sir.

Q. Who made that endorsement on the back; in whose handwriting is it?

A. It was made in the bank by some of the clerks; memorandum put on at the bank of how the money was distributed or applied; interest accrued up to time, $82.66, paid; interest that had accrued up to the maturity of the note when we discounted
158 fell due 21st May, which we paid, $2.18, to protest $780.44; paid interest from the time of maturity up to the payment of the note, October 29th, 1881, and $364.18 was applied to reducing the principal of the 4,000, leaving due the bank $3,635.82 October 29th, 1881. That all is in the handwriting of Mr. Mayhew Plater, the discount clerk.

Q. Where did the money come from that was endorsed on this note as paid?

A. We received it from our attorney, Mr. Matthews.
Q. Who paid it to him; did Thomas L. Hume?
A. The note was in Mr. Matthews' hands for collection as our attorney, and we received the money from him.
Q. You don't know who paid it to him?
A. Except what our attorney came and told us; he said he received it from Thomas L. Hume.
Mr. MATTHEWS: I can tell you all about it.
WITNESS: That is all I know about it.

WILLIAM LAIRD, JR., *Cashier.*

Subscribed and sworn to before me this 28th day of May, A. D. 1883.

ALBERT HARPER, *Examiner.*

159 MAYHEW PLATER, being produced as a witness of lawful age on behalf of the petitioning creditor, The Farmers' & Mechanics' National Bank of Georgetown, D. C., and being first duly sworn, deposes and says as follows:

Direct-examination by Mr. MATTHEWS:

Q. Please state your name and occupation and residence.
A. Mayhew Plater; discount clerk of the Farmers' and Mechanics' National Bank; residence —.
Q. What is that paper you have in your hand?
A. Transcript of the two discount ledgers of the Farmers' & Mechanics' National Bank of Georgetown, D. C.
Q. By whom was that made?
A. Made by myself.
Q. And is correct?
A. To the best of my knowledge it is.
Q. Look at the note in regard to which Mr. Laird has just testified, made by Thomas L. Hume to the order of Frank Hume,
160 and endorsed by Frank Hume, A. H. Pickrell, and Hall & Hume, dated February 17, 1879, for $4,000, ninety days, at eight per cent. interest, and state if you know the signatures of Thomas L. Hume, Frank Hume, A. H. Pickrell, and Hall & Hume.
A. I believe I do. I believe those to be the signatures of the parties.
Q. State whether or not you are a notary public.
A. I am, sir.
Q. Did you protest that note and serve the notices, &c.?
A. I did.
Q. And your certificate is attached to the papers?
A. Yes, sir.

(Cross-examination waived.)

MAYHEW PLATER.

Subscribed and sworn to before me this 28th day of May, A. D. 1883.

ALBERT HARPER, *Examiner.*

161 Said note and protest are here offered in evidence and marked Exhibit M. P. No. 1; also said transcript, and marked Exhibit M. P. No. 2.

EXHIBIT M. P. No. 1.

Probate Certificate.

$4,000. 82.66. WASHINGTON, D. C., *Feb. 17th*, 1879.

Ninety days after date I promise to pay to the order of Frank Hume four thousand dollar-, at the Farmers' & Mechanics' Nat. B'k of Georgetown, D. C., value received, with 8 per cent. until paid.

No. —. Due 18–21 May. 11
31
30
18
—
90

THOMAS L. HUME.

Endorsed by Thomas L. Hume. $4,000. 82.66. 18–21 May, '79. Frank Hume, A. H. Pickrell, Hall & Hume.

DISTRICT OF COLUMBIA, *Washington County:*

By this public instrument of protest be it known that, on the 21st day of May, in the year eighteen hundred and seventy-nine, at the request of Farmers' and Mechanics' National Bank of Georgetown, D. C., holder of the original note hereto attached, I, M. Plater, notary public, residing in said county, duly commissioned and sworn, presented said note at the Farmers' & Mechanics' National Bank and demanded payment thereof, and was answered by the teller, "Not good."

162 Therefore I, the said notary, at the request aforesaid, have protested, and by these presents do solemnly protest, against the drawer and endorsers of the said note, and all others whom it may or doth concern, for all costs, exchange, re-exchange, charges, damages, and interest suffered and to be suffered for want of payment thereof, and on the same day delivered notice of protest to each endorser, viz:

Notice for Frank Hume, directed to him at his place of business.

Notice for Mary E. Pickrell, executrix of A. H. Pickrell, directed to her at her residence.

Notice for Thos. L. Hume, executor of A. H. P., directed to him at his place of business.

Notice for Hall & Hume, directed to them at T. L. Hume's place of business.

In testimony whereof I have hereunto set my hand and affixed my notarial seal of office the day and year aforesaid.

MAYHEW PLATER,
Notary Public.

Protesting ---------- $1 75
Notice---------- 40
Postage----------

Recorded Book B, folio 194.

[Endorsed:] (Exhibit M. P. No. 1.) Albert Harper, examiner.

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Date.	Endorser.	Time.	Interest.	When due.	Amount.	When paid.
1874						
October 2	F. Hume, N. B. Fugitt, A. H. Pickrell	60 day-	8 %	Dec. 4	5,070	Dec. 4, 1874
1875						
April 24	" "	" "	8 %	June 26	5,070	June 26, 1875
June 25	" Hall & Hume, A. H. Pickrell	" "	8 %	Aug. 27	5,070	Aug. 27, "
1876						
Feb'y 28	" " N. B. Fugitt, A. H. Pickrell	90 "	8 %	May 28	5,103 33	May 31, 1876
March 24	" " " "	60 "	8 %	May 26	5,070	" 26, 1876
May 26	" " " "	" "	8 %	July 28	5,070	July 28, "
" 31	" " " "	90 "	8 %	Sept. 1	5,103 33	Sept. 1, "
Oct. 30	" " "	30 "	"	Dec. 2	5,036 66	Dec. 2, "
Dec. 2	" " "	" "	"	Jan'y 4	3,022	Jan'y 4, 1877
1877						
Jan'y 4	" " "	90 "	"	April 7	2,551 66	April 7, "
April 7	" " "	" "	"	July 10	2,041 33	July 10, "
July 9	" " "	" "	"	Oct. "	1,531	Oct. " "
Oct. 10	" " "	" "	"	Jan'y 12, '78	1,224 80	Jan'y 12, 1878
19	" " "	15 "	"	Nov. 3, '77	3,012	Nov. 6, 1877
Nov. 6	" " "	90 "	"	Feb'y 7, '78	3,062	Feb'y 7, 1878
1878						
Feb'y 7	" " "	" "	"	May 11, "	2,551 66	May 11, "
May 11	" " "	" "	"	Aug. 12, "	2,041 33	Aug. 12, "
July 10	" "	60 "	"	Sept. 11, "	5,070	Sept. 11, "
Aug. 12	" " "	90 "	"	Nov. 13, "	1,531	Nov. 13, "
Sept. 14	" " "	60 "	"	" 16, "	5,070	" 16, "
Nov. 13	" " "	90 "	"	Feb'y 11, '79	1,224 80	Feb'y 14, 1879
Nov. 16	" " "	90 "	"	Feb'y 14, '79	4,593	Feb'y 18, 1879
1879						
Feb'y 14	" " "	" "	"	May 17, "	1,020 66	May 17, "
17	" " "	" "	"	" 18,	4,082 66	

164 FRANK HUME, being produced as a witness on behalf of the complainants in the above-entitled causes, consolidated, and being of lawful age and first duly sworn, deposes and says:

Direct examination by Mr. PERRY:

Q. You are a merchant, doing business in this city?
A. I am.
Q. How long have you been in business here?
A. Fourteen years I have been in business here.
Q. In the wholesale and retail grocery business?
A. Yes, sir.
Q. How many firms do you belong to?
A. I am a member at the present time of only one firm—that of Hume, Cleary & Co., outside of my individual business.
Q. The late Thomas L. Hume was your brother?
A. Yes, sir.

165 Q. How long have you been a member of the firm of Hume, Cleary & Co., or rather, when did you first become a member of the firm of Hume, Cleary & Co.?

A. January 28th, 1879.
Q. Had you had any business connection as a partner with Thomas L. Hume prior to that time?
A. Never.
Q. When did Thomas L. Hume retire from the firm of Hume, Cleary & Co.?
A. October 21st, 1881.
Q. In what manner did he retire?
A. He was bought out by Mr. Cleary and myself.
Q. How many days was that prior to his death?
A. I think it was three days; he died on the third night—either Saturday night or Sunday morning.
Q. And the preceding Friday you bought him out?
A. Yes, sir.
Q. What indebtedness do you now hold against the estate of the late Thomas L. Hume, and what evidences have you for your indebtedness?

166 A. I have two notes that were taken up by me at the Central National Bank of this city—one, the original amount of which is $5,000, there was $2,500 paid upon.

Q. What is the date of that note?
A. March 15, 1879.
Q. And what is the other one?
A. The other note is dated September 9th, 1881, for $1,000—sixty-day note.
Q. By whom are both of those notes made?
A. Made by Thomas L. Hume.
Q. By whom are they alleged to be endorsed?
A. The first note—the $5,000 note—bears the endorsement of A. H. Pickrell. My name appears on it as Frank Hume; also the firm name of Hall & Hume, and J. C. McKelden.

Q. And the other note for $1,000, purporting to be endorsed by yourself?

A. It is drawn to the order of Frank Hume, and has Frank Hume's endorsement on the back of it.

Q. These two notes you say you have paid?

A. Yes, sir.

Q. When did you pay these two notes?

167 A. I paid them both November 11th, 1881, to the Central National Bank.

Q. Have you been sued upon any other notes?

A. Yes; I have been sued on quite a number.

Q. State about what the amount of them is.

A. I think about $15,000.

Q. Upon which you have been sued and upon which you dispute your liability as endorser?

A. Yes, sir.

Q. What was the occasion of your purchasing your brother's interest in the firm of Hume, Cleary & Co.?

A. Well, I insisted, and Mr. Cleary also, upon a dissolution of the partnership. I discovered that the firm's name had been used, without any authority, at the Metropolitan Bank. I didn't dream up to that time, however, that my name had been put upon paper by him.

168 We jointly notified the bank that no one member of the firm had the right to use the firm name on any individual matters, and in answer to that letter the bank notified me that my name was on it, that it was drawn to the order of Hume, Cleary & Co., *and* the endorsement of Hume, Cleary & Co. being on the back of it.

Q. I suppose that in the settlement it became necessary for you to ascertain what the condition of Mr. Thomas L. Hume was at that time; did you or not learn the amount of his indebtedness at that time to sundry persons?

A. No, sir; I can't say that I did.

Q, To what extent did you learn of his indebtedness at that time?

Mr. TOTTEN: I do object to the question.

A. We had no way to get at his indebtedness outside of the store.

Q. What did you ascertain that to be?

A. He had overdrawn his account at the store. He had drawn more than our articles of copartnership allowed him to draw.

Q. Do you know how much?

A. I think about $4,900 up to that time.

169 Q. For how much was he indebted to you at that time?

WITNESS: Individually?

COUNSEL: Yes.

A. I don't think that he was indebted to me at all.

Q. How much did he owe the firm of Hume, Cleary & Co.?

A. I mean that he owed the firm of Hume, Cleary & Co. when I say he had overdrawn his account.

Q. What was paid for his interest in the firm of Hume, Cleary & Co.?

A. $21,000.00.

Q. In what way was that amount paid?

A. $15,000 in notes of $3,000 each, drawn yearly by Hume, Cleary & Co.—that is, by Mr. Cleary and myself—and those notes were endorsed over at the time by him to William B. Bowie, the entire $15,000.

Q. Do you know whether or not that extinguished the indebtedness of Thomas L. Hume to Mr. Bowie?

A. It was part payment upon a note of $24.000.

170 Q. When was that note to Mr. Bowie of $24,000 dated?

A. I don't remember the date.

Q. Can't you give the date?

Col. TOTTEN: February 1, 1877?

WITNESS: Yes; I think that is it.

Q. Do you know whether or not that date, February 1, 1877, was the time of the beginning of that indebtedness or whether the indebtedness antedated that?

A. About the time that I endorsed that note of my brother to Mr. Bowie for $24,700 I met my brother on the avenue. I was going up the avenue and he was coming to the store. (Counsel: When was that? Witness: At the time the note was signed, in 1877.) He stated to me—he said—I was just going down to your store. I asked him what I could do for him. He said he wanted me to endorse a note for him. I asked him how much the note was for; he said, $24,700. It was a big note and it was just at a time when a great deal of talk was going around as to whether he was solvent.

Q. When was that?

171 A. That was in 1877.

WITNESS (continuing): I told him I could not go on the note. He seemed to be very much surprised and wanted to know why. I said, Tom, if one-half of what I hear is true, you are insolvent to-day. He said, I can assure you I have property enough, if I only have good opportunity of selling, to pay dollar for dollar. I allowed him to talk me into it. He went into Johnston's or Lutz's or one of those saddelry stores and got a pen and ink and I signed it, which I regret. I did it, however.

Q. Did you know then and do you know now how far back the indebtedness that was thus represented by this note extended?

A. From what I understood from Mr. Bowie, it ran back a considerable distance.

Q. Remember how many years?

A. No; to the time of Edward Hall.

Q. What date was that?

A. Probably eight or nine years previously.

172 Q. You think it was an indebtedness incurred by your brother when the firm of Hall and Hume was dissolved?

A. Yes, I think so.

Q. In 1877 (1874)?

A. I don't remember the date when the dissolution took place—at least that far back.

Q. Do you know of other persons to whom he owed money at that date—February 1, 1877—besides Mr. Bowie?

A. I can't just now recall to mind. My brother did not give me his confidence at all in his business affairs, not to the extent I had always with him. I knew very little about his private matters outside of our partnership matters.

Q. Your brother was always quite an extravagant liver, a very generous and open-handed man, and entertained a good deal?

A. Yes; he entertained considerable and spent a great deal of money. I can't imagine where the money went to. He had been in the habit of doing that same thing for fifteen or twenty years prior to that. I don't know that it would be fair to say that
173 he was extravagant. It has been a mystery to me to know where the money that passed through his hands went to.

Q. Do you know how much passed through his hands?

A. I know a great deal did.

Q. How many hundreds or thousands of dollars?

Col. TOTTEN: If you do not know of your personal knowledge do not state.

A. I do not know of my personal knowledge.

Q. Recurring to the time when you bought your brother out, a day prior to his death, you say the $15,000 of notes—all of them—were turned over to Mr. Bowie?

A. Yes, sir.

Q. What became of the difference between the $15,000 and the total amount paid for his interest?

A. Our accounts were first equalized so each would draw his proportion of the firm's profits. The equalizing of the accounts, I think, would leave a balance due to Thomas L. Hume of about $2,200 if that agreement had been carried out.

174 Q. I don't understand you. You mean that if Thomas L. Hume had not drawn more than he ought to have drawn he would have had $2,200 to his credit account?

A. Yes.

Q. What in fact did he get?

A. He got $21,000. I offered to sell out my interest for $15,000, or to give him $20,000 for his interest. He wanted $25,000. He afterwards compromised for $21,000. I gave him $1,000 cash at that time.

Q. He only got $1,000 cash out of the consideration for the sale?

A. Yes.

Q. And the other was applied on his indebtedness to the firm?

A. Yes.

Q. He had no more interest in the firm?

A. No, sir.

Q. Do you know what his general assets in reality and personalty were at that time?

A. I have no idea; not near so much as I thought they were.

Q. Did you know that his real estate was heavily encumbered?

175 A. I am satisfied it was. I don't know of my personal knowledge.

Q. Do you know whether it was sold for less than the amounts secured upon it?

A. So I was told.

Col. TOTTEN: Don't state what you don't know.

Q. Do you know of your personal knowledge whether he had cash except the $1,000 you paid him?

A. I do not know.

Q. Do you know whether or not he had any good debts due him, promissory notes, &c?

A. Not that I am aware of,

Q. Any stocks or bonds which he owned individually?

A. I don't know of any.

Q. The farm upon which he lived, known by the name of "Tunlaw," was not his property, I believe?

A. I believe not.

Q. This farm, called "Tunlaw," was the property of his father-in-law, A. H. Pickrell?

A. I was so informed.

Q. When did your brother first go to live at "Tunlaw," if you know?

A. No, sir; I do not know.

176 Q. Did he keep up a house in town?

A. Yes; on E street.

Q. Up to what period did he keep that house on E street?

A. Until about three years before he died.

Q. The house to which you refer is on E street, No. 607—quite a large house?

A. Yes, sir; stands next to an alley, on the north side.

Q. That has been subsequently sold and did not pay the indebtedness on it?

A. That I don't know.

Q. Of how many persons did your brother's family consist?

A. I think he had seven children at the time of his death.

Q. When did Mr. A. H. Pickrell die?

A. I don't remember.

Q. Do you know whether or not Mrs. Pickrell, his mother-in-law, resided with him after the death of Mr. Pickrell?

A. Yes.

Q. And their family?

A. I think they did.

Q. Know for how long?

177 A. I don't know.

Q. They all constituted one family?

A. All one family.

Q. None of your sisters lived with them?

A. No, sir.

Q. The administrators of your brother's estate have sold the Jersey stock and the Alderney stock and the Berkshire stock and other fancy stock on this farm called "Tunlaw." Do you know to whom they belonged or if they have been claimed by any persons and who?

Col. TOTTEN (to the witness): If you don't know say so.

A. I do not know.

Q. Know what some of these articles cost?

A. I don't know of my personal knowledge, only hearsay.

Q. You have been sued on about $15,000 worth of paper upon which you are claimed to be endorser?

A. Yes, sir.

Q. And you dispute your liability upon those endorsements?

A. Yes. That does not cover all the paper out with my
178 endorsement on it. I think a great many people will not bring suit.

Q. Do you know how much paper of your brother's is outstanding with your alleged endorsement on it?

(Col. TOTTEN: Objected to. Let's have the paper.)

A. About $50,000, at least; may possibly run up to $100,000, including the $15,000.

Q. And the ground upon which you defend these suits is that you claim the endorsement was not made by you?

A. Yes; in all cases where I made the endorsement, without a single exception, I have made satisfactory arrangements or paid the debt. I have in every possible way acted generously in this matter. I paid his funeral expenses out of my own pocket.

Q. The only matters in dispute that you have paid so far are the two notes you paid to the Central National Bank referred to in the bill in this cause?

A. Yes, sir; I have paid outside bills.

179 Q. The other amounts where you dispute your liability on other notes you think will run over $50,000 or up to $100,000?

A. I think so. I don't say that I am on all of that.

By Mr. EDWARDS:

Q. I wish to call your attention to the allegations in the bill of complaint of the Central National Bank and the copies of the notes referred to, and state whether or not the two notes that you hold yourself, and which you state were taken up by you by payment to that bank, are the same as mentioned in the bill.

A. Yes, sir.

Q. I also call your attention to the copy of a note attached to the bill of complaint of this bank, filed in this suit, for $1,000, dated October 11th, 1881, at sixty days, with seven per cent. interest until paid, purporting to be endorsed "Frank Hume, William C. McIntire, and Hume, Cleary & Company;" is that one of the notes you refer to upon which suit has been brought against you?

A. It is.

180 Mr. EDWARDS: Copies of these two notes, paid by the witness, and the other on which suit has been brought are introduced in evidence and incorporated in this deposition, by consent of parties, with the understanding that the originals will be produced if required at the hearing or during the progress of this case.

Q. When were those two notes paid by you?
A. November 11th, 1881.

"$5,000. WASHINGTON, D. C., *M'ch* 15, 1879.

"Sixty days after date I promise to pay to the order of A. H. Pickrell five thousand $\frac{}{100}$ dollars, at the Central National Bank, with 10% int. until paid, value received.

"THOMAS L. HUME.

"No. —. Due ——."

[Written across the face in red ink:]

JAN'Y 17, 1880.

By payment on ac. of principal by Thos. L. Hume & int. to date, five hundred dollars, Ap'l 20, 1880.
Do. do. do., five hundred dollars, July 22d, 1881.
Do. do. do., $500, Oct. 22d, 1880.
Do. do. do., $500, Feb'y 16, 1881.
Do. do. do., $500, July 28, 1881.
Int. paid to date per same.
Taken up by Frank Hume Nov. 11, 1881, by payment of $2,551.65.

181 Endorsed: 8351. Thos. L. Hume 5,000, 87.50, 14–17 May, '79. A. 1879, June 19th, int. to May 17th. Paid. Oct. 16th, int. to date, 208.33. Paid. A. H. Pickrell, Frank Hume, Hall & Hume, J. C. McKelden.

We hereby severally hold ourselves responsible for the payment of the within note without demand, notice, or protest,

MARY E. PICKERELL,
THOMAS L. HUME,
Executor & Executrix of A. H. P.
FRANK HUME,
HALL & HUME,
J. C. McKELDEN.

$1,000. WASHINGTON, D. C., *Sept. 9th*, 1881.

Sixty days after date I promise to pay to the order of Frank Hume one thousand dollars $\frac{}{100}$, value received, with 7% interest, payable at Central Nat. Bank, until paid.

THOMAS L. HUME.

No —. Due ——.

Endorsed: 7958. T. L. Hume. 1,000, 12.25. A. 8–11 Nov., '81. Frank Hume.

182 $1,000. WASHINGTON, D. C., *Oct.* 11, 1881.

Sixty days after date I promise to pay to the order of Frank Hume one thousand dollars $\frac{}{100}$, value received, with seven per cent. int. until paid.

THOMAS L. HUME.

N. —. Due ——.

[Endorsed:] 8277. Thos. L. Hume. 1,000, 12.25. 10–13 Dec., '81. Frank Hume, Wm. C. McIntire, Hume, Cleary & Co.

UNITED STATES OF AMERICA, *District of Columbia*, } *To wit:*

Be it known that on the thirteenth day of December, in the year eighteen hundred and eighty-one, I, Albert B. Ruff, notary public, residing in the said District, duly commissioned and sworn, at the request of the Central National Bank of Washington city, presented the original note of Thomas L. Hume, hereto attached, at
183 Hume, Cleary & Co.'s and demanded payment thereof, whereunto I was answered, "No money here to pay it." Therefore, I, the said notary, at the request aforesaid, have protested, and by these presents do solemnly protest, against the drawer and endorsers of the said note and all others whom it may or doth concern for all costs, exchange, charges, damages, and interests suffered and to be suffered for want of payment thereof; and on the — business day I — written notice of protest to each endorser, viz:

Notice to—	Directed to—
Do.	Do.
Do.	Do.
Do.	Do.
Do.	Do.
Do.	Do.
Do.	Do.

In testimony whereof I have hereunto set my hand and affixed my notarial seal of office the day and year aforesaid.

ALBERT B. RUFF,
Notary Public.

184

Protesting	$1 75
Notices	30
Postage	
	$2 05

Recorded Book D, page 154.

The originals of said three notes are marked on the back for identification, respectively, Exhibits F. H. Nos. 1, 2, & 3, Albert Harper, examiner.

185 Cross-examination by Col. TOTTEN:

Q. Is this your signature on the back of this $5,000 note, marked Exhibit F. H. No. 1?

A. No, sir.

Q. Is this your signature on the $1,000 note, marked Exhibit F. H. No. 2?

A. No, sir.

Q. You paid them both?

A. I did; if I had the money I would have paid the whole thing.

Q. Is there anything due to the Central National Bank on account of either of these notes?

A. No, sir; not one cent.

Q. They were delivered to you and are now in your possession?

A. Yes, sir.

Q. You have instituted proceeding to recover on them in an equity suit of William Bowie against the estate of Thomas L. Hume and Mrs. Pickrell on the $5,000 note?

A. I think that is so.

Q. You paid the balance due on the $5,000 note by taking
186 up the $2,500 note held by the Central National Bank?

A. Yes, sir.

Q. You state that your signature was on the Bowie note, dated February 1, 1877, for $24,700?

A. It was.

Q. That you put it on in Mr. Lutz's or Mr. Johnston's saddlery store on the avenue?

A. Yes.

Q. And you also state that you had either paid these outstanding notes that your genuine signature was upon or that you had made satisfactory arrangements to pay them; what arrangements did you make with Bowie about his note of February 1, 1877?

A. I hold myself responsible for that note.

Q. In what way?

A. If he does not succeed in getting anything out of the estate, of course, I have to pay it.

Q. If he does succeed?

A. Then I won't have to pay it.

Q. Is that the arrangement between you and Mr. Bowie?

187 A. I put that matter in the hands of my counsel, Mr. Hines, for any arrangement that may be made by him.

Q. Then you don't know of any arrangement?

A. Mr. Hine is poste.. about it.

Q. Are you?

A. I think if the note is paid by Pickrell's estate I won't have to pay it; I suppose it is satisfactory to the Hume estate to have the matter paid by the Pickrell's estate.

Q. How would it be to the interest of Mr. Pickrell?

A. I don't pretend to go into that?

Redirect by Mr. EDWARDS:

Q. You have stated that the $5,000 note which has been produced by you and on which an endorsement of $2,500 appears to — been made as a credit was taken up by the payment of another note for $2,500?

A. Yes, sir.

Q. Explain that transaction more fully.

188 A. When I went to the bank they held this note for $5,000 as collateral security for the $2,500 note.

Q. By taking up the $2,500 note you took up the collateral?

A. Yes, sir.

Recross by Mr. TOTTEN:

Q. Who paid the other $2,500 on that $5,000 note?

A. I don't know?

Q. You didn't.

A. No, sir; I did not.

FRANK HUME.

Adjourned until to-morrow at one -c'k p. m.

Further adjourned until Thursday, March 8, '83, 1 -c'k p. m.

ALBERT HARPER, *Examiner.*

Subscribed and sworn to before me this 12th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

189 THURSDAY, *March 8th*, 1883—1 -c'k p. m.

Met pursuant to adjournment.

Present: Messrs. Perry & Fendall, solicitors for complainants, causes Nos. 8011, 8012, and 8013; James S. Edwards, Esq., solicitor for complainant in No. 7906; Messrs. Gordon & Totten, solicitors for Annie G. Hume and the children of Annie G. Hume and Thomas L. Hume, Mr. Totten appearing also as solicitor for Connecticut Mutual Life Insurance Company; also the examiner and Charles S. Bradley, who says that the notes which he is required to produce by the *subpœna duces tecum* served upon him are in the possession of Mr. Elliot, attorney for the Bank of the Republic, who is now absent from the city, and hence he is unable to testify to-day. (See page 241.)

Adjourned until Monday, March 12, '83—2 -c'k p. m.

190 MONDAY, *March* 12, 1883—2 -c'k p. m.

Met pursuant to adjournment.

Present: R. Ross Perry, Esq., of solicitors for complainants in causes Nos. 8011, 1012, and 8013; James Edwards, Esq., of solicitors for complainant in No. 7906; Messrs. Gordon & Totten, solicitors for Annie G. Hume and the children of Annie G. Hume and Thomas

L. Hume, Mr. Totten appearing also as solicitor for Connecticut Mutual Life Insurance Company, also the examiner, and—

ALBERT B. RUFF, who, being produced as a witness of lawful age on behalf of the complainants in the above-entitled causes, consolidated, and being first duly sworn, deposes and says:

Direct examination by Mr. EDWARDS:

Q. You are the assistant cashier and one of the tellers of the Central National Bank of Washington, D. C., one of the complainants in these suits?

191 A. I am.

Q. What position, if any, did you occupy in the Metropolis Savings Bank of the District of Columbia, the predecessor of the Central National Bank of Washington, D. C., one of the complainants in these suits?

A. Teller and book-keeper.

Q. Look at the note I now hand you, paid November 15th, 1879, originally for $5,000, referred to in the deposition of Frank Hume in these causes and marked for identification Exhibit F. H. No. 1, and state whether either the Metropolis Savings Bank or the Central National Bank ever held that note.

A. Yes, sir.

Q. Is that the first inception of the indebtedness of Thomas L. Hume to the Metropolis Savings Bank?

A. No, sir.

Q. Please state the origin of that note—when it was first discounted by the bank and what became — it.

A. January 17, 1876, for six months, it was first discounted.

192 It was renewed from time to time, as this schedule which I now hold in my hand shows.

Q. You have referred to this schedule. Please state whether that is a correct transcript of the books of the bank in relation to this $5,000 note.

A. It is.

Q. What consideration, if any, did the Metropolis Savings Bank of the District of Columbia give for that note?

A. Money.

Q. How much?

A. $5,000.

Q. Its face?

A. Yes, sir.

Mr. EDWARDS: Said transcript or schedule is herewith filed and marked "Exhibit A. B. R. No. 1," and is as follows:

Date.	Maker.	Endorser.	Am't.	Time.	When due.	When renewed	When paid.
1876.							
Jan. 17	Thos. L. Hume	A. H. Pickrell, Jno. C. McKelden, Hall & Hume	5,000 00	6 m's	17–20 July 1877.	July 24	
July 24	"	"	5,000 00	" "	24–27 June	Jan. 29	
1877.							
Jan. 29	"	"	5,000 00	3 "	27–30 Ap'l	May 1	
Jan. 27	"	"	5,000 00	6 "	27–30 July	July 30	
July 30	"	"	5,000 00	60 d's	28–1 Oct.	Oct. 1	
Oct. 1	"	"	5,000 00	60 "	30 3 Dec. 1878.	Dec. 3	
Dec. 3	"	"	5,000 00	30 "	2–5 Jan.	Jan. 5	
1878.							
Jan. 5	"	"	5,000 00	60 "	6–9 Mar.	Mar. 9	
Mar. 9	"	"	5,000 00	90 "	7–10 June	June 10	
June 10	"	"	5,000 00	90 "	8–11 Sep.	Sep. 11	
Sep. 11	"	"	5,000 00	90 "	10–13 Dec. 1879.	Dec. 13	
Dec. 13	"	"	5,000 00	90 "	13–16 Mar.	Mar. 15	
1879.							
Mar. 15	"	"	5,000 00	60 "	14–17 May 1880.	Oct. 16	
Oct. 16	"	Frank Hume	5,000 00	90 "	14–17 Jan.	Jan. 17	$500 paid.
1880.							
Jan. 17	"	"	4,500 00	90 "	16–19 Ap'l	Ap'l 20	$500 paid.
Apr. 19	"	"	4,000 00	90 "	18–21 July	July 22	$500 paid.
July 21	"	"	3,500 00	90 "	19–22 Oct. 1881.	Oct. 22	$500 paid.
Oct. 22	"	"	3,000 00	90 "	20–23 Jan.	Feb'y 16	$500 paid.
1881.							
Jan. 23	"	"	2,500 00	90 "	23–26 Ap'l	Ap'l 27	
Ap'l 26	"	"	2,500 00	90 "	25–28 July	July 28	1881.
July 28	"	"	2,500 00	90 "	26–29 Oct.	----------	Nov. 11, paid.

194 Q. What is the date of the next note referred to in the bill of complaint in cause No. 7906 which was taken up or paid after Thomas L. Hume's death?

A. August 21, 1881, was the date of it, for $2,400 at three months.

Q. I wish you to give the history of that note when first discounted by the bank, and if curtailed from time to time, state in what manner, and what ultimately became of it.

A. It was discounted May 25th, 1877, for $3,500, for which he received money. He received the full face, $3,500, in money. This note was curtailed from time to time until August 24, 1881, as shown by this second schedule, which I hold in my hand. The date of payment of the note last given is February 4, '82.

Q. What was the amount of that note at that time, and how was it paid?

195 A. $2,400; by sale of collateral, 35 shares of the Second National Bank stock, sold by Mr. Perry, he retaining the balance after paying $2,400, with interest to date.

Q. Is this second schedule concerning this $2,400 note, which was originally $3,500, taken from the books of the bank by you, correct?

A. Yes, sir.

Mr. EDWARDS: Said schedule or transcript is herewith filed in evidence and marked Exhibit A. B. R. No. 2, and is as follows:

Date.	Maker.	Endorser.	Am't.	Time.	When due.	When renewed.	When paid.
1877.							
May 27	Thos. L. Hume	Collateral	3,500 00	30 d's	24–27 June	June 28	$200 paid.
June 27	"	"	3,300 00	1 mo.	27–30 July	July 30	$200 paid.
July 30	"	"	3,100 00	1 "	30–2 Sep.	Sep. 20	$200 paid.
Sep. 2	"	"	2,900 00	2 "	2–5 Nov. 1878.	Nov. 8	
Nov. 5 1878.	"	"	2,900 00	3 "	5–8 Feb.	Feb. 14	
Feb'y 8	"	"	2,900 00	3 "	8–11 May	May 11	
May 11	"	"	2,900 00	3 "	11–14 Aug.	Aug. 29 1879.	
Aug. 14 1879.	"	"	2,900 00	3 "	14–17 Nov.	Mar. 15	$100 paid.
Mar. 15	"	"	2,800 00	1 "	15–18 Ap'l	May 8	
Ap'l 18	"	"	2,800 00	1 "	18–21 May	June 19	
May 31	"	"	2,800 00	60 d's	30–2 May	Aug. 9	$200 paid.
Aug. 2	"	"	2,600 00	3 m's	2–5 Nov. 1880.	Nov. 12	
Nov. 5 1880.	"	"	2,600 00	3 "	5–8 Feb.	Feb'y 9	$200 paid.
Feb. 7	"	"	2,400 00	3 "	7–10 May	May 13	
May 10	"	"	2,400 00	3 "	10–13 Aug.	Aug. 19	
Aug. 13	"	"	2,400 00	3 "	13–16 Nov. 1881.	Dec. 4	
Nov. 16 1881.	"	"	2,400 00	3 "	16–19 Feb.	Feb. 25	
Feb'y 19	"	"	2,400 00	3 "	19–22 May	May 24	
May 21	"	"	2,400 00	3 "	21–24 Aug.	Aug. 24	1882.
Aug. 24	"	"	2,400 00	3 "	24–27 Nov.	----------	Feb'y 4.

197 Q. What other notes, if any, did the complainant, The Central National Bank, hold of Thomas L. Hume at the time of his death? Describe them and give their original inception and history.

WITNESS: When did he die?
COUNSEL: He died October 21, 1881.

A. The bank held two notes of $1,000 each, one dated September 9, 1881, and the other dated Oct. 11, 1881.

Q. Have you made a transcript from the books of the history of those two notes?

A. Yes, sir.

Q. And — is in the schedule which you hold in your hand?

A. Yes, sir.

Q. That schedule made by you?

A. Yes, sir.

Q. Have either of those notes been paid?

A. One has, on November 11, 1881.

Mr. EDWARDS: Said schedule is filed herewith in evidence, marked "Exhibit A. B. R. No. 3," and is as follows:

EXHIBIT A. B. R. No. 3. Albert Harper, Examiner.

Date.	Maker.	Endorser.	Am't.	Time.	When due.	When renewed.	When paid.
1881. May 5	Thos. L. Hume	W. C. McIntire Frank Hume	1,000 00	90 d's	4–7 July		1881. July 8
July 8	"	Frank Hume	1,000 00	60 d's	6–9 Sep.	1881. Sep. 9	
Sept. 9	"	"	1,000 00	60 d's	8–11 Nov.		1881. Nov. 11
1881. May 5	Thos. L. Hume	W. C. McIntire Frank Hume	1,000 00	30 d's	4–7 June		1881. June 8
June 7	"	W. C. McIntire Hume, Cleary & Co.	1,000 00	60 "	6–9 Aug.		1881. Aug. 10
Aug. 9	"	Frank Hume W. C. McIntire Hume, Cleary & Co.	1,000 00	60 "	8–11 Oct.	1881. Oct. 1	
Oct. 11	"	Frank Hume W. C. McIntire Hume, Cleary & Co.	1,000 00	60 "	10–13 Dec.		

199 Q. By whom?

A. Frank Hume.

Q. Has the other one been paid?

A. No, sir.

Q. Look at the note for $1,000, which I now hand you, referred to in the deposition of Frank Hume and marked for identification Exhibit F. H. No. —, and state if that is one of the notes mentioned in the last schedule that you have filed, said note being dated September 9, 1881.

A. Yes; it is the one paid by Frank Hume November 11, 1881, as I have stated.

Q. I now hand you a note for $1,000, dated October 11, 1881, also referred to in the deposition of Frank Hume, and marked for identification Exhibit F. H. No. 3. Is that the other $1,000 note referred to in this last schedule you have filed?

A. Yes, sir.

Q. Does the bank, to your knowledge, hold any other paper of Thomas L. Hume at this time than this $1,000 note?

A. No, sir.

200 Q. By whom were the other notes referred to in the bill of complaint and mentioned in the schedules paid, excepting the one that was paid by the sale of stock?

A. The $2,500 note was paid by Frank Hume November 11, 1881. Those were paid and taken up by Frank Hume, excepting the one for $2,400, which was paid by sale of the stock, as I have stated.

Q. What consideration did the Central National Bank, the complainant in this case, give for these two $1,000 notes?

A. $1,000 each; for the two notes $2,000 in money, May 5, 1881.

Q. Are you acquainted with the handwriting of Thomas L. Hume?

A. Yes, sir.

Q. Please examine the signature of Thomas L. Hume to all these notes and state whether they are in his handwriting.

A. They are.

Q. The schedule concerning the $5,000 note (Exhibit A. B. R. No. 1) indicates a renewal from time to time. Please state what

201 other history, if any, was connected with that $5,000 note concerning the renewal.

A. October 16, 1879, when it became due, we kept the $5,000 as collateral for a note, made by Thomas L. Hume and endorsed by Frank Hume, for $2,500.

Q. And they were both taken up by Frank Hume on the payment of $2,500 and interest, which was the amount the bank claimed?

A. Yes, sir.

Cross-examination by Col. TOTTEN:

Q. What date?

A. November 11, 1881.

Q. Those papers which you have filed here as Exhibit A. B. R. Nos. 1, 2, & 3, which you say were made out from the books, are transcripts from the books of the bank?

A. Yes, sir.
Q. Are they accurate and correct?
A. Yes.
Q. Do they show all the entries out of which these notes grew?
A. Yes.
Q. The $1,000 and $5,000 notes?
202 A. Yes.
Q. What entries have you there relating to the $5,000 note which was given? Are they all there?
A. Yes; when renewed and amount paid.
Q. All the entries are there about all the notes?
A. Yes, sir.
Q. I now show you the note for $5,000, dated March 15, 1879, signed Thomas L. Hume, payable to the order of A. H. Pickrell, sixty days, marked for identification F. H. No. 1. I wish you would look at that and tell in whose handwriting it is; it is a printed blank, is it not?
A. Yes, sir.
Q. In whose handwriting is it filled up?
A. Thomas L. Hume's.
Q. Now, turn it over. In whose handwriting is the name of A. H. Pickrell?
A. I don't know his signature.
Q. Do you know Frank Hume's signature?
A. I thought I did.
Q. What do you think about it now?
203 A. I don't think I know it now as well as I did.
Q. Why?
A. I don't know why.
Q. Is that his signature on the back of that note—the endorsement of his name that follows A. H. Pickrell's?
A. I should have taken it to be.
Q. What do you say about it; is it his signature or not?

WITNESS: Is it necessary for me to say?
Col. TOTTEN: Yes; I think it is.
Mr. EDWARDS: We have no objection to your saying.

A. I don't think I have any reason to answer here whether that is his signature or not. We took it as his signature, as appears endorsed on that note.
Q. Is it his signature or not?

Mr. EDWARDS: Question objected to because there are suits pending in the supreme court of the District of Columbia in which the genuineness of Frank Hume's signature is involved, and also
204 objected to because not responsive to the examination-in-chief.
A. I cannot tell you. The other one I saw him write.
Q. Do you say that you know the other one to be his genuine signature because you saw him write it?
A. Yes; the other one, where he waives protest May 17, 1879.

Q. Is his other signature above, just under Pickrell's, genuine or not?

WITNESS: If you don't care I would not care to answer that.
Col. TOTTEN: I do care.
Mr. EDWARDS: Objected to. State your belief.

A. I won't answer that. Will that suit you just as well?

Col. TOTTEN: Yes.
Mr. EDWARDS: We have no objection.
WITNESS: He wants me to know. I don't know and won't answer.

Q. What do you think about it—is it genuine or not?

Mr. EDWARDS: Same objection.
Mr. PERRY: Do you profess to be an expert in handwriting?
WITNESS: No, sir.

205 Q. You are an expert in handwriting by being a clerk in the bank for how many years?

A. About seventeen years.
Q. You are an expert as to the signatures of persons who have done business with your bank?
A. Yes, sir.
Q. What do you think about that—is it his signature?

Mr. PERRY: The solicitors for complainants in causes Nos. 8011, 8012 & 8013 object to the question for the reason that the matter embraced by the question is irrelevant to the subject-matter of the examination.

A. He says it is not.
Q. What do you think about it?

Mr. EDWARDS: Same objection.

A. It does not look much like it.
Q. Is it his genuine signature?

(Col. TOTTEN: When I come to close, Mr. Ruff, you can stop.)

A. I don't care to answer that.
Q. You decline to answer?
A. Yes, sir.

206 Q. Will you look at the note for $1,000, dated September 9th, 1881, being marked for identification F. H. No. 2? I want to know from you, if you know when Frank Hume first repudiated his endorsement on that note.

Mr. EDWARDS: Same objection.

A. I can't give the date; shortly after Thomas L. Hume's death.
Q. You made those transcripts (Exhibits A. B. R. Nos. 1, 2, & 3) from the records of your bank?
A. Yes.
Q. And you know that they accurately give all the entries?
A. Yes, sir.

ALBERT B. RUFF.

Subscribed and sworn to before me this 28th day of May, A. D. 1883.

ALBERT HARPER, *Examiner.*

207 FREDERICK A. STIER, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says:

Direct examination by Mr. PERRY:

Q. You are book-keeper at the Second National Bank of Washington, D. C.?

A. Yes, sir.

Q. Does your bank hold any evidence of indebtedness against the estate of Thomas L. Hume?

A. Yes, sir.

Q. Have you those evidences of indebtedness with you; and, if so, will you please produce them?

A. I have not the notes.

Col. TOTTEN: I object; I want the notes here.

By consent the further examination of this witness is postponed until to-morrow, at 2 -c'k p. m.

ALBERT HARPER, *Examiner.*

(See page 220.)

208 JOHN P. FRANKLIN, being produced as a witness, of lawful age, on behalf of the complainant- in said causes, consolidated, and being first duly sworn, deposes and says:

Direct examination by Mr. PERRY:

Q. You are a resident of the city of Washington and reside at 311 C St. N. W.?

A. Yes, sir.

Q. Have you any claims against the estate of the late Thomas L. Hume?

A. I have, sir.

Q. Please state what they are.

A. On my own account, I have a note here as follows:

$2,700. WASHINGTON, D. C., *July* 1, 1879.

On demand, after date, I promise to pay to the order of Jno. P. Franklin twenty-seven hundred dollars, at —, value received, with seven per cent. int., payable semi-annually.

THOMAS L. HUME.
HALL & HUME.

No. —. Due ——.

209 DISTRICT OF COLUMBIA, *To wit:*

OFFICE OF THE REGISTER OF WILLS, *December* 8, 1881.

This day appeared John P. Franklin and made oath on the Holy Evangels of Almighty God that no part of the money intended to be secured by the annexed note hath been received or any security or satisfactory — given for the same.

$2,700.00 & interest.

Test: H. J. RAMSDELL,
Register of Wills for the District of Columbia.

Will pass when paid.

By order: A. B. HAGNER, *Justice.*

Test: H. J. RAMSDELL,
Register of Wills, D. C.

(By consent of counsel the foregoing copy of said note is incorporated in this deposition in lieu of the original (which is marked for identification J. P. F. No. 1), which will be produced at the hearing of these causes, if required, or at the proper request of the defendants.)

Q. Has anything been paid on this note?

210 A. There has not, except the entries of interest there on the back which you see.

Q. Please state if this note is for the original indebtedness or in renewal of prior one?

A. This note is in renewal of, I think, two previous ones. In looking at the books I find a credit of interest on $2,000, I think, running back to April 6th, 1875. There is a credit of thirteen months' interest previous to April 6th, 1875.

Q. And the balance of the note?

A. The balance of the note was precedent to that, I am almost sure.

Q. Have you any other claim against Mr. Hume's estate in your individual capacity?

A. I have not that I know of.

Q. Have you any claims in any other capacity?

A. I have here several notes which I find among the papers of the late William B. Kilby, and which have come into my hands

211 in my capacity as executor of his estate.

Q. Please describe those notes.

A. There are four of them, each for $1,500, as follows:

$1,500. WASHINGTON, D. C., *July* 14, 1879.

Three years after date I promise to pay to the order of Frank Hume fifteen hundred dollars, at the office of Hume, Cleary & Co., value received, with six per cent. int., payable quarterly.

THOMAS L. HUME.

No. —. Due ——.

Endorsed.

Int. p'd to Oct. 14, 1879.
" " " Jan'y 14, 1880.
" " " April 14, 1880.
" " " July 14, 1880.
" " " Oct. 14, 1880.
" " " Jan'y 14, 1881.
" " " July 14, 1881.

FRANK HUME.
WM. B. KIBBEY.

212 $1,500. WASHINGTON, D. C., *July* 14, 1879.

Four years after date I promise to pay to the order of Frank Hume fifteen hundred dollars, at the office of Hume, Cleary & Co., value received, with six per cent. int., payable quarterly.

THOMAS L. HUME.

No. —. Due ——.

Endorsed.

Int. p'd to Oct. 14, 1879.
" " " Jan'y 14, 1880.
" " " April 14, 1880.
" " " July 14, 1880.
" " " Oct. 14, 1880.
" " " Jan'y 14, 1881.
" " " July 14, 1881.

FRANK HUME,
WM. B. KIBBEY.

$1,500. WASHINGTON, D. C., *July* 14, 1879.

Five years after date I promise to pay to the order of Frank Hume fifteen hundred dollars, at the office of Hume, Cleary & Co., value received, with six per cent. int., payable quarterly.

THOMAS L. HUME.

No. —. Due ——.

213 Endorsed.

In't p'd to Oct. 14, 1879.
" " Jan'y 14, 1880.
" " April 14, 1880.
" " July 14, 1880.
" " Oct. 14, 1880.
" " Jan'y 14, 1881.
" " April 14, 1881.
" " July 14, 1881.

FRANK HUME.
WM. B. KIBBEY.

$1,500. WASHINGTON, D. C., *July* 14, 1879.

Six years after date I promise to pay to the order of Frank Hume fifteen hundred dollars, at the office of Hume, Cleary & Co., value received, with six per cent. int., payable quarterly.

THOMAS L. HUME.

No. —. Due ——.

Endorsed.

Int. p'd to Oct. 14, 1879.
" " Jan'y 14, 1880.
" " April 14, 1880.
" " July 14, 1880.
" " Oct. 14, 1880.
" " Jan'y 14, 1881.
" " April 14, 1881.
" " July 14, 1881.

FRANK HUME.
WM. B. KIBBEY.

214 There is yet another note as follows:

$2,000. 14.66 int. WASHINGTON, D. C., *Oct.* 15, 1881.

Thirty days after date I promise to pay to Frank Hume or order two thousand dollars, for value received, payable at the Bank of Washington, with interest at the rate of eight per cent. per annum until paid.

THOMAS L. HUME.

Due 14–17 Nov.

Residence or place of business, ——.

Endorsed: 99174. Thos. L. Hume. 2,014.66. Not good. Frank Hume, Hume, Cleary & Co., Wm. B. Kibbey.

UNITED STATES OF AMERICA, *District of Columbia,* } *To wit:*

Be it known that on the 17th day of November, in the year eighteen hundred and eighty-one, I, Thomas J. Myers, notary
215 public, residing in the said District, duly commissioned and sworn, at the request of the National Bank of the Republic of Washington, presented at the Bank of Washington the original note hereto attached and demanded payment of the sum of money in the said note specified, whereunto I was answered by the bookkeeper, "It is not good." Therefore I, the said notary, at the request aforesaid, have protested, and by these presents do solemnly protest, against the drawer and endorsers of the said note and all others whom it may or doth concern for all costs, exchange, re-exchange, charges, damages, and interest suffered and to be suffered for want of payment thereof.

In testimony whereof I have hereunto set my hand and affixed my notarial seal on the day and year aforesaid.

[SEAL.] THOS. J. MYERS,
Notary Public.

Protest ---------- $1 75
Notices ---------- 30
Postage ----------

Recorded Book 8, page 29.

216 Q. Do you know anything of the origin of the indebtedness for which these notes held by the Kibbey estate were given?

A. I do not. I sought this morning to find out, but his widow knows nothing about it, and his books show nothing.

Q. Are these the signatures of Thomas L. Hume to these notes?

A. So far as I can recognize it these are his signatures undoubtedly. I have seen his signature a great many times. I have seen him write twice. I should say those were his signatures.

Q. Is the $2,000 note to which you refer endorsed?

A. Yes; by Frank Hume and Hume, Cleary & Co. That is the only one endorsed by the firm. The other four are endorsed by Frank Hume. Mine is without endorsement at all. There is yet one other note left in my hands by William B. Kibbey, Junior,
217 grandson of Mr. Kibbey, to present Messrs. Fendall & Perry, administrators, and is as follows:

$300. WASHINGTON, D. C., *Sept.* 17, 1881.

Sixty days after date I promise to pay to William B. Kibbey or order three hundred dollars, for value received, payable at the 2d Nat. Bank of Washington, with interest at the rate of — per cent. per annum until paid.

THOMAS L. HUME.

Residence or place of business, ——.

13
31

Due 16–19 Nov.

Endorsed: 98416. Thos. L. Hume. 300. 16–19 Nov. Dead.

I assign the within note to Wm. B. Kibbey, Junior.

WM. B. KIBBEY.

DISTRICT OF COLUMBIA, *To wit:*

OFFICE OF THE REGISTER OF WILLS, *Dec.* 2*d*, 1881.

This day appeared William B. Kibbey, Jr., and made oath on the Holy Evangels of Almighty — that the annexed account as stated is just and true, and that he has not received any part of the
218 money stated to be due or any security or satisfaction for the same.

Test: H. J. RAMSDELL,
Register of Wills for the District of Columbia.

$300.00 & int.
12—285

Will pass when paid.
By order—

A. B. HAGNER, *Justice.*

Test:

H. J. RAMSDELL,
Register of Wills, D. C.

Q. So far as you know all these notes about which you have testified remain unpaid?

A. They do undoubtedly. I have heard the old gentleman speak on the subject.

(By consent of counsel the foregoing copies of said notes are incorporated in this deposition in lieu of the originals (which are marked for identification J. P. F. Nos. 2, 3, 4, 5, 6, and 7), which will be produced at the hearing of these causes if required or at the proper request of the defendants.)

Cross-examination by Col. TOTTEN:

—. Do you know Frank Hume's signature?

A. I do not. I never saw it except on these notes.

Q. Never saw him write?

A. I never did.

219 Q. Are any of those notes which you hold as executor or administrator of Mr. Kibbey's estate subsisting or have they been all paid?

A. I think they are subsisting or existing. I am not aware that they have been paid. I can only speak positively with reference to the individual one of mine; that I can say very positively has not been paid.

Q. Did Mr. Kibbey have a book-keeper during that time?

A. No, sir; not to my knowledge.

Q. And you find in the papers of the estate no book of account?

A. I do not.

Q. Have you any means of ascertaining how this money was advanced to Mr. Hume?

A. I have none.

Q. You don't know what it is for?

A. No, sir.

Q. All you know about is that you found these notes among the assetts of Mr. Kibbey's estate?

A. That is all, sir.

JOHN P. FRANKLIN.

Subscribed and sworn to before me this 15th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

Adjourned until to-morrow, at 2 -c'k p. m.

ALBERT HARPER, *Examiner.*

220 MARCH 13, 1883, *Tuesday*—2 -c'k p. m.

Met pursuant to adjournment.

Present: Messrs. Perry and Fendall, solicitors for Messrs. Perry and Fendall, complainants in Nos. 8011, 8012, 8013; James S. Edwards, solicitor for Central National Bank, complainant in 7906, and Messrs. Totten and Gordon, solicitors for Mrs. Annie G. Hume and her children; also the examiner and—

FREDERICK A. STIER recalled.

Direct examination resumed by Mr. PERRY:

Q. Have you the notes to which you referred yesterday?

A. Yes, sir.

Q. They are the two notes which your bank (Second National Bank of Washington, D. C.) holds against the estate of Thomas L. Hume?

A. Yes, sir.

Q. Will you please produce them?

A. I herewith produce them.

221 By consent of counsel said notes are copied, and herewith incorporated in this deposition, from the originals (which are marked for identification F. A. S. Nos. 1 and 2), which will be produced at the hearing of these causes if required or at the proper request of the defendants.

EXHIBIT F. A. S. No. 1.

$8 80
1,200

1,208 80

WASHINGTON, D. C., *Sept. 27th*, 1881.

Thirty days after date I promise to pay to the order of Frank Hume twelve hundred dollars, value received, with 8 per cent. int. until paid, payable at 2nd Nat. Bank.

THOMAS L. HUME.

No. —. Due ——.

Endorsed: Frank Hume, Hume, Cleary & Co.

EXHIBIT F. A. S. No. 2.

$44 80
3,200

3,244 80

WASHINGTON, D. C., *Oct. 12th*, 1881.

Sixty days after date I promise to pay to Frank Hume or order thirty-two hundred dollars, for value received, payable at the 2nd Nat. Bank of Washington, with interest at the rate of eight per cent. per annum until paid.

THOMAS L. HUME.

Residence or place of business, ——.
Due ——.

Endorsed: Frank Hume, Hume, Cleary & Co.

222 Q. Have you prepared an abstract from the books of your bank which shows the history of these notes?
A. I have (producing abstract).
Q. Was that made by yourself?
A. It was.
Q. And is it a correct transcript from the books of your bank?
A. Yes, sir.
Q. Does that schedule show any other notes than those which have been filed here as held by your bank?
A. It does not.
Q. Does it show any taken up by Mr. Cochran?
A. Yes, sir.
Q. Then you were mistaken in the answer you gave a moment ago?
A. Yes; I did not understand you fully.
Q. What other notes does it show than those which you have filed and which your bank now holds?
A. None other.

Said transcript (marked F. A. S. No. 3) is as follows:

EXHIBIT F. A. S. No. 3. Albert Harper, Examiner.

Second National Bank.

Maker.	Endorser.	Amount.	Date.	Time.	Due.	
			1880.			
T. L. Hume	F. Hume; Hume, C. & Co.	2,500	May 19	30 days	June 20	Cur., 200
"	"	2,300	June 20	30 "	July 22	" 300
"	"	2,000	July 22	30 "	Aug. 24	" 300
"	"	1,700	Aug. 24	30 "	Sept. 25	" 200
"	"	1,500	Sept. 25	30 "	Oct. 28	" 100
"	"	1,400	Oct. 28	30 "	Nov. 30	" 50
"	"	1,350	Nov. 30	1 mo.	Dec. 30	" 150
"	"	1,200	Dec. 31	30 days	Jan'y 30	
			1880.			
T. L. Hume	F. Hume; Hume, C. & Co.	2,600	Feb'y 19	30 days	M'ch 23	Renewed.
"	"	2,000	M'ch 24	60 "	May 23	"
"	"	2,000	May 25	30 "	June 27	"
"	"	2,000	June 26	1 mo.	July 29	Cur., 200
"	"	1,800	July 28	60 days	Sept. 30	" 200
"	"	1,600	Sept. 30	60 "	Dec. 2	" 100
"	"	1,500	Dec. 2	60 "	Feb'y 3	
			1880.			
T. L. Hume	F. Hume; Hume, C. & Co.	1,500	Apr. 29	90 days	July 31	Cur., 200
"	"	1,200	July 31	90 "	Nov. 1	" 100
"	"	1,100	Nov. 1	90 "	Feb'y 2	
Feb'y 2nd, 1881	The above notes last named	1,200	1,500 & 1,100		Consolidated.	
			1881.			
T. L. Hume	F. Hume; Hume, C. & Co.	3,600	Feb. 2	60 days	Apr. 6	Cur., 100
"	"	3,500	Apr. 6	60 "	June 8	" 100
"	"	3,400	June 8	60 "	Aug. 10	" 100
"	"	3,300	Aug. 10	60 "	Oct. 12	" 100
"	"	3,200	Oct. 12	60 "	Dec. 14	

EXHIBIT F. A. S. No. 3—Continued.

Maker.	Endorser.	Amount.	Date.	Time.	Due.	
			1880.			
T. L. Hume	F. Hume; Hume, C. & Co.	3,000	Aug. 11	5 days	Aug. 19	Renewed.
"	"	3,000	" 19	3 "	" 25	"
"	"	3,000	" 25	15 "	Sept. 12	"
"	"	3,000	Sept. 12	15 "	" 29	Cur., 500
"	"	2,500	" 29	12 "	Oct. 17	" 500
"	"	2,000	Oct. 17	15 "	Nov. 3	Renewed.
"	"	2,000	Nov. 3	30 "	Dec. 6	"
"	"	2,000	Dec. 6	30 "	Jan'y 8	"
"	"	2,000	Jan'y 8	30 "	Feb'y 10	Cur., 100
"	"	1,900	Feb'y 10	30 "	M'ch 15	" 100
"	"	1,800	M'ch 15	30 "	Apr. 17	" 100
"	"	1,700	Apr. 17	30 "	May 20	" 100
"	"	1,600	May 19	30 "	July 21	" 100
"	"	1,500	July 21	30 "	Aug. 24	" 200
"	"	1,300	Aug. 24	30 "	Sept. 27	" 100
"	"	1,200	Sept. 28	30 "	Oct. 30	
			1881.			
T. L. Hume	G. W. Cochran; Hume, C. & Co	3,000	May 4	90 days	Aug. 5	Renewed.
"	"	3,000	Aug. 5	90 "	Nov. 5	Paid by G. W. Cochran.

224 Q. You don't understand my question again. What other notes does this schedule show than the two copies of which you have herewith filed and incorporated in this your deposition?

A. Shows all the notes that those are the balances of since the first loan was made.

Q. Please state the origin of the note dated September 27, 1881, for $1,200; give the date of the origin of that note and the transaction out of which it grew.

A. August 11, 1880, $3,000 note, borrowed for five days.

Q. Then this schedule goes on and shows the history of that note down to its termination in this present note for $1,200?

A. Yes.

Q. When does the note for $3,200, dated October 12, 1881, appear to have originated, from that schedule?

A. It is a consolidation of three notes: the first, February 19, 1880, for $2,000; April 29, 1880, for $1,500, and May 19, 1880, for $2,500.

225 Q. This schedule shows the different changes and consolidation and payment with respect to those notes until they culminate in this last note for $3,200, copy of which you have filed here and is incorporated in this your deposition?

A. Yes, sir.

Q. Did your bank hold at the time of Mr. Hume's death other notes which were subsequently taken up by Mr. George W. Cochran?

A. It did.

Q. What was the amount?

A. One note for $3,000.

Q. How far back did that go?

A. May 4, 1881, the first loan was made for $3,000, and that note was renewed 5th of August, 1881, for same amount, $3,000, for ninety days, and paid by George W. Cochran.

Q. Subsequent to Mr. Hume's death and after maturity?

A. Yes, sir.

Q. That is the only other one?

A. Yes, sir.

226 Q. Your bank, then, at the time of Mr. Hume's death held no other claims against his estate save those you have testified to?

A. No.

Q. Do you know Mr. Nathaniel B. Fugitt?

A. Yes, sir.

Q. Did your bank at any time hold claims against him which were subsequently paid by Thomas L. Hume?

A. I know that Mr. Hume was endorser for Fugitt, and it is my impression (I can find out by my books) that he took up a balance of two notes that were made by Mr. Fugitt.

Q. Which amounted to about how much?

A. I think one was for $6,000 and the other for $3,500.

Q. Making $9,500?

A. Yes; I speak without being certain.

Q. Do you recollect the date of Mr. Fugitt's failure?

A. I do not, nor the year.

Cross-examination by Col. TOTTEN:

227 Q. Is this schedule in your handwriting?
A. It is; I took it off of the books last night.
Q. And it is an accurate transcript of the entries on the books of the Second National Bank touching the transaction enumerated here?
A. It is.
Q. It is accurately correct, is it?
A. Yes, sir.

F. A. STIER.

Subscribed and sworn to before me this 26th day of May, A. D. 1883.

ALBERT HARPER, *Examiner.*

(See page 389.)

228 THOMAS J. FISHER, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says:

Direct examination by Mr. FENDALL:

My name is Thomas J. Fisher; I am a resident of Washington, D. C., and a real-estate dealer in said city.
Q. Have you any claim against the estate of the late Thomas L. Hume?
A. I have.
Q. Please state what — is.
A. I have a note for $2,000, with interest unpaid, and also an open account.
Q. Have you them with you?
A. Yes, sir; here they are.
Q. Has anything been paid on this note?
A. No, sir.
Q. Was this note give- for an original indebtedness or in renewal of another note?
A. For the original indebtedness—a loan of $2,000—and is as follows:

229 $2,000. WASHINGTON, D. C., *Sept.* 9, 1881.

Sixty days after date I promise to pay to the order of Frank Hume two thousand dollars $\frac{100}{100}$, value received, with 7 % int. until paid, payable at the Second National Bank.

THOMAS L. HUME.

No. —. Due ——.

Endorsed: 42318. Thos. L. Hume. $2,024.50. 8–11 Nov., '81. 2d N. B. Frank Hume, Hume, Cleary & Co., Thos. J. Fisher & Co.

DISTRICT OF COLUMBIA, *To wit:*

OFFICE OF THE REGISTER OF WILLS.

This day appeared Thomas J. Fisher and made oath on the Holy Evangels of Almighty God that no part of the money intended to be secured by the annexed note hath been received or any security or satisfaction given for the same.

Test: H. J. RAMSDELL,
Register of Wills for the District of Columbia.

Will pass when paid.
By order— A. B. HAGNER, *Justice.*

Test: H. J. RAMSDELL,
Register of Wills, D. C.

230 $2,000.00 & interest at 7 p. c.

UNITED STATES OF AMERICA, *District of Columbia,* } *To wit:*

Be it known that on the eleventh day of November, in the year 1881, I, Thomas J. Myers, notary public, residing in the said District, duly commissioned and sworn, at the request of Messrs. Riggs & Co., of Washington, presented at the Second National Bank the original note heretofore attached and demanded payment of the sum of money in the said note specified, whereunto I was answered by the book-keeper, "It is not good:"

Therefore I, the said notary, at the request aforesaid, have protested, and by these presents do solemnly protest, against the drawer and endorsers of the said note and all others whom it may or doth concern for all costs, exchange, re-exchange, charges, damages, and interest suffered and to be suffered for want of payment thereof.

231 In testimony whereof I have hereunto set my hand and affix- my notarial seal the day and year aforesaid.

THOS. J. MYERS,
Notary Public.

Protest, $1.75; notice, .30; postage, —.
Recorded Book 8, p. 11.

Q. This open account remains wholly unpaid?
A. Yes, sir; and is as follows:

WASHINGTON, D. C., *July* 15, 1882.

Estate of Thomas L. Hume to Thomas J. Fisher & Co. (real estate brokers & auctioneers, 1324 F St. N. W., near Ebbitt House), Dr.

1880, Oct. 15. To advertisement of sale of part lot 15, sq. 247, at auction:

Morning Post	$10 50
Evening Star	10 78
	21 28

CR.

By ½ of bill charged to Samuel B. Paul------ $10 64

$10 64

DISTRICT OF COLUMBIA, *To wit:*

OFFICE OF THE REGISTER OF WILLS.

232 This day appeared Thomas J. Fisher, of T. J. F. & Co., and made oath that the annexed account as stated is just and true, and that the firm has not received any part of the money stated to be due or any security or satisfaction for the same.

$10.64.

Test: H. J. RAMSDELL,
Register of Wills for the District of Columbia.

Will pass when paid.

By order—

A. B. HAGNER, *Justice.*

Test: H. J. RAMSDELL,
Register of Wills, D. C.

(By consent of counsel the foregoing copies of said note and said account are incorporated in this deposition from the originals, which are marked for identification Exhibit T. J. F. Nos. 1 and 2, which will be produced at the hearing of these causes, if required, or at the proper request of the defendants.)

Q. During the years 1880 and 1881 were you agent of any life insurance company?

A. Yes; the Life Insurance Company of Virginia.

Q. During the time of your agency did Mr. Hume ever pay to you any money on a life insurance policy on his own life?

233 A. Yes.

Q. Please state when, how much, and how he paid it.

A. He paid on May 3, 1880, $230.80. I don't remember just how he paid it. I presume by check. On my cash book appears a credit to Thomas L. Hume of that date, and that must have been paid by check. That is the only one on his own account.

Cross-examination by Col. TOTTEN:

Q. Did Mr. Hume tell you where he got the money with which he paid the premium on that life insurance?

A. No, sir.

Q. Didn't he say anything to you about paying that out of the money of Mrs. Pickrell?

A. No, sir.

Q. Have you any reason to believe that he did pay it out of money of Mrs. Pickrell?

Mr. PERRY: Objected to as incompetent.

A. I do not know anything about it, except the payment
234 was made. That is the entry on the cash book. I do not recollect the circumstances distinctly.

Q. Did Mr. Hume pay you himself?
A. I think he did.
Q. Did he come there himself?
A. Yes, sir.
Q. Is this note which you have shown to-day for $2,000 in suit?
A. Yes, sir.
Q. Against whom did you bring suit?
A. Against—well, I suppose everybody besides Frank Hume.
Q. Against the firm of Hume, Cleary & Co. and the estate of Thomas L. Hume?
A. I don't know about that.
Q. Does Frank Hume deny his signature?
A. Yes, sir; so I understand.
Q. In whose handwriting is the body of the note?
A. Possibly in the handwriting of Thomas L. Hume, I should say.
Q. The note is made on a blank form for promissory notes, is it not?
A. Yes, sir.
235 Q. And filled up by whom?
A. Thomas L. Hume.
Q. Turn it over on the other side and tell me in whose handwriting the signature of Hume, Cleary & Co. is.
A. I should say in the handwriting of Thomas L. Hume.
Q. Did you ever see him write?
A. Yes, sir.
Q. You say that was cash loaned to Thomas L. Hume at the date of the note?
A. Well, about that date.
Q. How far away from that date?
A. Perhaps, even a week or ten days.
Q. You actually gave him $2,000 in cash?
A. Yes.
Q. For Hume, Cleary & Co. or for Thomas L. Hume?
A. He stated that he wanted it in his business, to make a payment.
Q. That was after Hume, Cleary & Co. were in operation?
A. Yes; they were in existence at the time he gave me this note.

236 Redirect by Mr. PERRY:

Q. What was the style of living of Mr. Hume for some years prior to his death, with respect to extravagance?
A. I always regarded him as a very extravagant liver—very liberal, liberal to a fault.
Q. Was that his general reputation, so far as you know?
A. Yes.

Recross by Col. TOTTEN:

Q. What do you know about that?
A. I have been with him on several occasions; been with him on committees, and found him always liberal to a fault in his expenditures. If we went to lunch he was extravagantly so.

Q. Did he drive a carriage?
A. I don't know personally.
Q. Don't you know that he did drive one-horse rickety old buggy?
A. He used to drive by my office with one horse——
Q. (Interrupting witness.) Rough horse, rough wagon,
237 come in from the country, and bring pigs in it?
A. I don't know; he never brought me any pigs; I was trying to sell some property for him, and he used to drive by my office, I noticed, in rather a shabby concern.
Q. Where did he live?
A. In Georgetown somewhere.
Q. That was in the summer months?
A. Yes.
Q. Where did he live in the winter?
A. In the city, I believe, on E street.
Q. Were you ever at his house?
A. No, sir.
Q. You speak of his being an extravagant liver. Where did you notice anything that led you to believe that?
A. From being in company with him and his being liberal in his expenditures at lunch.
Q. How often did you take lunch with him during the last ten years?
A. Not often; four or five times we happen- to be on a beg-
238 ging committee for some purpose, and after we got through the business we would take lunch together.
Q. Tell us what you generally had for lunch?
A. I don't know; I only know my impression was that he was a very liberal man in his style of living, so far as came to my knowledge.
Q. You had the experience of four or five lunches only.
A. That is all; I never was at his house in my life.
Q. He was a sober man?
A. I never saw him under the influence of liquor.
Q. He was an industrious man?
A. I think he was.
Q. He gave no dinner parties, such as would be designated now in the prevailing language swell dinners?
A. I don't know anything about that.
Q. Mr. Hume left seven children and a widow, did he not?
A. I really don't know how many children he left.
239 Q. You say you had never been to his house?
A. No, sir.
Q. When he was living in the country he was a guest of his father-in-law, Mr. Pickrell, was he not?
A. I don't know. I have never been to his house.
Q. Never there in the country?
A. No, sir.
Q. All you know about his being an extravagant liver is what you gathered from those few lunch parties you were at?
A. Yes, sir.

Q. Did you say that was his general reputation?
A. Yes—that is, I understood he was very liberal in his style of living, or rather extravagant.
Q. You know nothing about that yourself?
A. No, sir.

Redirect by Mr. PERRY:

Q. You do know, however, that that was his general reputation?
A. Yes, sir.
240 Q. The 4th of July parties at Tunlaw you never attended?
A. No, sir; I was in New York, but I read of them in the newspapers. I never was present.

THOS. J. FISHER.

Adjourned until to-morrow, Wednesday, March 14, 1883, at 1 -c'k p. m.

Subscribed and sworn to before me this first day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

241 WEDNESDAY, *March* 14, 1883—1 -c'k p. m.

Met pursuant to adjournment.

Present: Messrs. Perry & Fendall, solicitors for Messrs. Perry and Fendall, complainants; James S. Edwards, solicitor for Central National Bank, and Messrs. Totten and Gordon, solicitors for Mrs. Annie G. Hume and her children; also the examiner, and—

CHARLES S. BRADLEY, who, being produced as a witness, of lawful age, on behalf of the complainants and being first duly sworn and cautioned to tell the truth, the whole truth, and nothing but the truth, did depose and say as follows:

Direct examination by Mr. PERRY:

Q. You are cashier of the National Bank of the Republic, doing business and located in the city of Washington, District of Columbia, are you not?
A. Yes, sir.
242 Q. Does your bank hold any evidences of indebtedness against the estate of Thomas L. Hume?
A. Yes, sir.
Q. What are they?
A. I am not able to state.
Q. I believe the subpœna which was served upon you requires you to produce those evidences of indebtedness; have you them with you?
A. I have not.
Q. In whose possession are they?
A. In the hand- of the attorney for the bank.
Q. Who is that attorney?

A. Mr. R. K. Elliot.

Q. Have you made any effort to procure them?

A. I have not; I have been guided by your attorney's instructions.

Q. Did you state to the attorney to whom you refer that you had been subpœnaed and that in the subpœna by virtue of a *duces tecum* included therein you were directed to produce them at this session?

A. Yes.

243 Q. And you, so acting under his advice, *you* do what?

A. I merely state that the notes have passed out of my hands by instruction of our board of directors and are in Mr. Elliot's hands, and I am not able to produce them.

Q. I understood you to say that you had received instructions of said attorney with respect to this suit of subpœna?

A. My reference to him was merely to inquire what should be my answer.

Q. What answer do you give for his advice.

A. Simply that they have passed out of my hands or the hands of the bank by order of the board of directors and are not in my hands to produce.

Q. And not under your control?

A. Not under my control any longer.

Q. You have no distinct recollection as to what the amount of your indebtedness is?

244 A. I do recollect somewhat near the amount of indebtedness.

Q. What is that, about?

A. I don't feel at liberty to give it.

Q. Your bank is a national bank, is it not?

A. Yes, sir.

Q. You are aware that the plaintiffs in three of these causes here consolidated represent the personal estate of said Thomas L. Hume?

A. Yes, sir.

Q. And the claim that you have you are aware is against the administrators of that estate, is it not?

A. I cannot answer that question.

Q. Against who- do you claim or your bank claim that indebtedness; whom do you look to to pay it?

Col. TOTTEN: I suggest that we postpone this deposition until tomorrow and issue writ to Mr. Elliot and bring him here, and this gentleman also.

Mr. PERRY (to witness): You can answer that last question, can you not? Who does your bank expect to pay this

245 debt?

Witness hesitates.

Mr. PERRY: If you do not want to answer please say so, Mr. Bradley.

A. I do not care to answer.

Q. I understand you are the cashier of the National Bank of the Republic, in this city, which is a United States repository organized under the banking system of the United States, and having an-

swered heretofore in the course of this examination that your bank holds a claim against the estate of the late Thomas L. Hume, now decline to say against whom you do hold that claim or to give any particulars whatever in regard to it; is that correct, although the question is asked by the personal representatives of the said Thomas L. Hume?

A. The cases we have against the estate of Thomas L. Hume are in the hands of our attorney, and I decline to answer any question giving the items of those claims or anything else in regard to them.

246 Q. Does your bank hold any collateral security for that indebtedness or for any part of it?

A. I decline to answer.

Q. Do you decline to answer under advice of counsel, or from your own volition?

A. From my own volition.

Q. Have you been instructed by the officers of the bank not to testify in regard to the matter at all?

A. No, sir.

Q. You do it, then, simply of your own volition, as you have stated?

A. Yes, sir.

Q. Have you ever had the claim to which you refer approved by the justice of the supreme court sitting as *on* orphans' court?

A. I don't recollect that it has been.

Q. Has your bank ever caused it to be presented to the administrators or either of them?

A. I don't know that it has.

247 Q. You are aware, are you not, that more than thirteen months have elapsed since the death of Thomas L. Hume, and that if assets had been collected you might have been barred from the fact of not presenting your claim from benefit of any assets collected up to that time; in other words, you know the law allows thirteen months for the administrators to file their accounts and make distribution of the assets so far they come in their hands?

A. Yes, sir.

Q. You have taken no steps, however, to collect this claim from the administrators?

A. I had nothing personally to do with the case. Our claims in that direction have all been placed in the hands of our attorney and he has entire control of them and they have passed out of my hands.

Q. Who has the active control of the collections of your bank—the cashier or president, or what other o fficer?

A. It depends upon what the item is to be collected.

248 Q. By whom were these claims passed into the hands of your attorney?

A. By the board of directors.

Q. Did you do it under their direction? Are you not the person who gave these notes to the attorney of the bank to collect?

A. Yes; the board of directors ordered them to be handed to the attorney for collection.

Q. And you handed them to him?

A. I don't remember whether I did or the president of the bank; either of us would be competent to do so.

Q. Did you hand any collateral to him at the same time or any subsequent time connected with these notes?

A. I decline to answer.

Q. You decline to answer this question also, simply of your own volition, without advice or counsel or instruction of the superior officers of the bank?

A. Yes.

By Col. TOTTEN:

Q. You stated at the beginning of your examination that
249 the evidences of the indebtedness of Thomas L. Hume to the Bank of the Republic were in the hands of Mr. Elliot?

A. Yes, sir.

Q. Will you state what the evidences were; were they bonds or promissory notes or bills of exchange; to what class did they belong?

A. They were notes.

Q. Promissory notes?

A. Yes.

Q. What we call notes of hand?

A. Yes.

Q. Do you know how many there were?

A. Yes.

Q. How many?

A. I must decline to answer.

Q. There were four, were there not?

A. I decline to answer.

Q. Has Mr. Elliot anything else connected with the business of your bank with the administrators of Thomas L. Hume's estate in addition to those notes?

A. I cannot answer.

Q. Do you decline to answer?

A. I decline to answer.

250 Q. You don't say you don't know?

A. I just simply decline to answer.

Q. Has the question of the indebtedness of Thomas L. Hume to the Bank of the Republic been a subject-matter of discussion in the board of directors of the National Bank of the Republic within the last thirteen months?

A. Yes, sir.

Q. How often?

A. I don't know, sir.

Q. Do you know that it was a subject-matter of discussion?

A. Yes, sir.

Q. It must have been once; was it more than once?

A. I have no doubt it was. Every matter of indebtedness to the bank which is not met at maturity is brought before the board of directors.

Q. You are cashier of the National Bank of the Republic?

A. Yes, sir.

Q. Are you not always present at the meetings of the board of directors?

251 A. Not always.

Q. Who records the proceedings in your bank of the meetings of the board of directors?

A. A member usually, who is designated by the board.

Q. Any one particular member?

A. Yes; it has been different persons at different times.

Q. How often does the board of directors meet?

A. Once a week.

Q. Mr. Elliot is counsel for the Bank of the Republic?

A. Yes, sir.

Q. Also a member of the board of directors?

A. Yes, sir.

Q. And he is usually the secretary, is he not?

A. No, sir.

Q. Who is?

A. The present secretary is Mr. Wilson.

Q. What is his front name?

A. A. A.

Q. How long has he been secretary for the board?

252 A. I think only since the first of January last.

Q. Who was his predecessor?

A. Perhaps I can cut your questions short by stating that up to the time of father's death he was usually the secretary of the board of directors.

Q. Mr. Charles Bradley has been dead about eighteen months?

A. Since August, 1881.

Q. After his death who was secretary of the board usually?

A. There have been two or three members of the board. I am unable to remember at present.

Q. Has Mr. Elliot been one of them?

A. No, sir.

Q. Has Mr. Morrison been one?

A. I think he has.

Q. Who constitutes the members of the board of directors?

A. W. H. Morrison, W. J. Sibley, R. K. Elliot, James L. Norris, Thomas E. Waggaman, William R. Riley, E. K. Goldsborough, Dr. D. B. Clark.

253 Q. In the matter of the meetings of the board of directors do you have a book of the minutes, resolutions, &c.?

A. Yes.

Q. In whose custody is that?

A. In my custody, I suppose; nearly all the rest of the books of the bank are kept in the vault of the bank.

Q. How many books containing the record of proceedings of the board of directors have you covering the time since 1879?

A. Two, I believe.

Q. Now, you think you know, in fact, that this subject-matter of the indebtedness of Thomas L. Hume's estate has been up before the board of directors at least once?

A. Yes.

Q. Do you know personally whether it has been up more than once?

A. Yes; I might say that I do.

Q. It is a matter of fact that you have not filed your evi-
254 dences of the indebtedness of Thomas L. Hume to your bank in the orphans' court?

A. I think not.

Q. Nor presented to the administrators in any way, either through the court or otherwise?

A. I think not.

Q. Do you know why that is so?

A. It is left entirely with our attorney, Mr. Elliot.

Q. I ask you why the claims of your bank against Hume's estate were not presented to the administrators; do you know why?

A. I decline to answer, excepting that it has been left with our attorney to do with it as he thinks best.

Q. Is there any secret about the business of your bank with Hume's estate and with Hume that makes this a matter of secrecy?

A. I decline to answer that question.

Q. Has Mr. Elliot anything beyond the notes?

A. I cannot answer.

255 Q. How much collateral securities have you got in the bank in support of the indebtedness of the estate of Thomas L. Hume to your bank?

A. I am unable to say.

Q. You have some, have you not?

A. Yes, sir.

Q. Do you object to bringing them here?

A. I must be guided entirely by our attorney's instructions.

Q. Why?

A. Simply because the case has been left in his hands.

Q. You are cashier of your bank, ain't you?

A. Yes.

Q. You are usually guided by the instructions of the board of directors, are you not?

A. Yes, sir.

Q. Why are you guided by the instructions of your attorney in this case?

A. Because the matter has been left entirely in his hands.

Q. Do you regard it as a matter of secrecy after a case has
256 been sent to your attorney touching facts about it?

A. I do.

Q. But this is the estate of a dead man; does that make any difference?

Col. TOTTEN: Never mind that; perhaps I should not have asked that question.

Q. Do you know, as a matter of fact, that you have large and valuable certificates of stock in your vaults and safe which have been put there by the officers of your bank as collateral security for the four promissory notes made by Tom Hume, or purporting to have been made by him?

A. I decline to answer.

Q. And you do that by advice of counsel, or advice of your board of directors—which?

A. I decline to answer simply because I was not prepared for any cross-examination and do not care to make specific answers excepting under the instructions of my own counsel.

257 Q. Your counsel has instructed you that you are not to make any revelation about the business transactions of your bank and Thomas L. Hume?

A. No, sir; he never so instructed me.

Q. What did he say about it?

A. I received no instructions from him in regard to this interview except simply to state that the evidences of indebtedness that the bank may hold against the estate of Thomas L. Hume have passed out of my hands, and that I am unable to produce them.

Q. Did you ask Mr. Elliot for the notes?

A. I did not.

Q. You told Mr. Elliot that the administrator here had issued a subpœna requiring you to bring those evidences of indebtedness?

A. Yes.

Q. What did he tell you?

A. Simply what I have stated.

Q. That you should not state anything about them?

A. No, sir.

258 Q. That they were in his custody?

A. That the evidences of the indebtedness of Thomas L. Hume to the bank had passed out of my hands.

Q. Did he state anything about the collateral securities held by the bank for these notes?

A. No, sir; nothing at all. I had no instructions from him regarding this subpœna.

Q. Do the books of your bank give the history of each and all of these notes?

A. Our books contain a record of all notes which we have had in the bank.

Q. There never has been a note come into your bank where there was no record contained in your books of it, within your knowledge?

A. Not that I know.

Q. It is the custom of the bank to enter every note upon the book or a memorandum of it?

A. Yes.

Q. Every note held or that you have held, made by Thomas
259 L. Hume or Hall & Hume, or any of those various names under which he operated, is recorded upon the books of your bank?

A. Yes.

Q. How much trouble would it be for you to bring those books here, inasmuch as you cannot bring those notes?

A. Considerable trouble.

Q. How many books are there—we will not go back of 1876—about eight years?

A. Two or three books.

Q. Large size, ordinary note books—one man could bring them or three men could?

A. Yes.

Q. Are you willing to bring those books up?

A. No, sir.

Q. Not even in obedience to a writ of subpœna?

A. No, sir.

Q. Have you any instructions on this subject from the board of directors of your bank?

A. It is our rule that the books cannot leave the bank for
260 any purpose.

Q. Not even in obedience to a suit of the court?

A. I could not under any circumstances produce the books of the bank unless ordered to do so by the board of directors.

Q. Suppose the board of directors told you not to and the court directed you to do so?

A. I should suppose it would be referred to our attorney.

Q. And be governed by his advice?

A. Yes, sir.

By Mr. PERRY:

Q. You were served some days ago with a *subpœna duces tecum*, were you not, to produce those notes or evidences of indebtedness of Thomas L. Hume to your bank?

A. Yes, sir.

Q. You appeared here then without them, and asked to be excused for the reason that Mr. Elliot, the attorney of the bank, had them, and he was absent from the city?

A. Yes, sir.

261 Q. You were yesterday served with another *subpœna duces tecum* with respect to the same notes, were you not?

A. Yes, sir.

CHAS. S. BRADLEY.

Subscribed and sworn to before me this 28th day of May, A. D. 1883.

ALBERT HARPER, *Examiner.*

EDWARD TEMPLE, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says:

Direct examination by Mr. PERRY:

Q. Are you one of the executors of the late Dr. William Gunton's estate?

A. Yes, sir.

Q. Have you as such executor any claim against the estate of Thomas L. Hume?

A. Yes, sir.

Q. In what shape is it?

A. We hold a note of Thomas L. Hume.

Q. Have you it with you?

262 A. No, sir.

Q. Where is it?

A. It is a note for $2,000, in the possession of Mr. William F. Mattingly.

(Col. TOTTEN: I object to Mr. Temple testifying any more. I notified you gentlemen that I did not want Mr. Temple to testify to collaterals without bringing them here, together with the note.)

Q. Can you not produce it at the next examination or session?

A. That I don't know. It depends upon Mr. Mattingly's judgment; he is our attorney.

Q. The *subpœna duces tecum* which was served on you required you to bring with you the note, did it not?

A. I did not read it. I stated that I could not be present yesterday and it was taken away from my office.

Q. There is no objection that you know of to your producing it?

A. That I would have to defer to consult Mr. Mattingly

263 about. I don't know that there is any objection.

Mr. PERRY: We will postpone your further examination until tomorrow at half past one o'clock, at which time please be present and bring with you the note to which you have referred.

Col. TOTTEN: And bring the collaterals, if there are any.

WITNESS: Of course I will have to consult with Mr. Mattingly. I have stated all that we possess.

By Mr. FENDALL:

Q. Has the note to which you refer ever been passed by the orphans' court?

A. It is included in the schedule of personal property returned.

Q. Approved as a claim against Mr. Hume's estate?

A. No further than it has been returned as part of the estate of the late Dr. Gunton.

Q. But you, as executer, never had it passed by the orphans' court as a claim against Thomas L. Hume's estate?

A. No, sir.

Q. Every note held or that you have held, made by Thomas
259 L. Hume or Hall & Hume, or any of those various names under which he operated, is recorded upon the books of your bank?

A. Yes.

Q. How much trouble would it be for you to bring those books here, inasmuch as you cannot bring those notes?

A. Considerable trouble.

Q. How many books are there—we will not go back of 1876—about eight years?

A. Two or three books.

Q. Large size, ordinary note books—one man could bring them or three men could?

A. Yes.

Q. Are you willing to bring those books up?

A. No, sir.

Q. Not even in obedience to a writ of subpœna?

A. No, sir.

Q. Have you any instructions on this subject from the board of directors of your bank?

A. It is our rule that the books cannot leave the bank for
260 any purpose.

Q. Not even in obedience to a suit of the court?

A. I could not under any circumstances produce the books of the bank unless ordered to do so by the board of directors.

Q. Suppose the board of directors told you not to and the court directed you to do so?

A. I should suppose it would be referred to our attorney.

Q. And be governed by his advice?

A. Yes, sir.

By Mr. PERRY:

Q. You were served some days ago with a *subpœna duces tecum*, were you not, to produce those notes or evidences of indebtedness of Thomas L. Hume to your bank?

A. Yes, sir.

Q. You appeared here then without them, and asked to be excused for the reason that Mr. Elliot, the attorney of the bank, had them, and he was absent from the city?

A. Yes, sir.

261 Q. You were yesterday served with another *subpœna duces tecum* with respect to the same notes, were you not?

A. Yes, sir.

CHAS. S. BRADLEY.

Subscribed and sworn to before me this 28th day of May, A. D. 1883.

ALBERT HARPER, *Examiner.*

EDWARD TEMPLE, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says:

Direct examination by Mr. PERRY:

Q. Are you one of the executors of the late Dr. William Gunton's estate?

A. Yes, sir.

Q. Have you as such executor any claim against the estate of Thomas L. Hume?

A. Yes, sir.

Q. In what shape is it?

A. We hold a note of Thomas L. Hume.

Q. Have you it with you?

262 A. No, sir.

Q. Where is it?

A. It is a note for $2,000, in the possession of Mr. William F. Mattingly.

(Col. TOTTEN: I object to Mr. Temple testifying any more. I notified you gentlemen that I did not want Mr. Temple to testify to collaterals without bringing them here, together with the note.)

Q. Can you not produce it at the next examination or session?

A. That I don't know. It depends upon Mr. Mattingly's judgment; he is our attorney.

Q. The *subpœna duces tecum* which was served on you required you to bring with you the note, did it not?

A. I did not read it. I stated that I could not be present yesterday and it was taken away from my office.

Q. There is no objection that you know of to your producing it?

A. That I would have to defer to consult Mr. Mattingly

263 about. I don't know that there is any objection.

Mr. PERRY: We will postpone your further examination until tomorrow at half past one o'clock, at which time please be present and bring with you the note to which you have referred.

Col. TOTTEN: And bring the collaterals, if there are any.

WITNESS: Of course I will have to consult with Mr. Mattingly. I have stated all that we possess.

By Mr. FENDALL:

Q. Has the note to which you refer ever been passed by the orphans' court?

A. It is included in the schedule of personal property returned.

Q. Approved as a claim against Mr. Hume's estate?

A. No further than it has been returned as part of the estate of the late Dr. Gunton.

Q. But you, as executer, never had it passed by the orphans' court as a claim against Thomas L. Hume's estate?

A. No, sir.

264 Q. Have you ever presented the claim to the administrators of Mr. Hume's estate or either of them?

A. I have not, personally.

Q. Has it been presented to them on behalf of Dr. Gunton's estate by any one?

A. That I cannot tell; that I do not know.

Mr. FENDALL: Well, that is all to-day, until to-morrow.

WITNESS: The note is endorsed by Frank Hume and Hume, Cleary & Co., if I remember, secured by forty shares of stock of the Potomac Insurance Company of Georgetown, D. C. That insurance stock was assigned by Mrs. Hume as executrix and Thomas L. Hume as executor of Pickrell. It was received in lieu of the endorsement of Mr. Pickrell, who was on the note of which this note is part renewal.

Col. TOTTEN: Have you any objection to my stopping by your bank and seeing that collateral?

WITNESS: Certainly not; I do not answer now as a lawyer.

(See page 341.)

265 WILLIAM M. SHUSTER, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says:

Direct examination by Mr. FENDALL:

Q. You are a resident of Washington and doing business in this city?

A. Yes, sir.

Q. Have you any claim against the estate of the late Thomas L. Hume?

A. Yes, sir.

Q. What is the shape of it?

A. In a check.

Q. Have you it with you?

A. Yes, sir.

Q. Please describe it.

A. It is as follows:

"No. 1345. WASHINGTON, D. C., *Aug.* 11, 1881.

"Second National Bank pay to W. W. Shuster & Sons, or order, five hundred $\frac{}{100}$ dollars ($500).

"Five hundred dollars.

"THOMAS L. HUME."

266 (By consent of counsel the foregoing copy of said check is incorporated in this deposition from the original, which is marked for identification Exhibit W. M. S. No. 1.)

Q. For what was that check given?

A. For $500 in money or a check to that amount; I do not remember which.

Q. For either a check given by you or money at the date of this check?

A. Yes, sir.

Q. And it remains wholly unpaid?

A. Wholly unpaid.

Q. Have you any other claim against the estate besides that?

A. I don't think I have.

Q. Or your firm?

A. I don't think we have.

Q. This check is held by the firm?

A. Yes, sir; drawn to the order of the firm.

Q. Composed of yourself and who else?

A. William M. Shuster, Melville C. Shuster, and Alvin Shuster. I have another one in since then.

Q. No other at the time this check was given?

267 A. That is all.

Cross-examination by Col. TOTTEN:

Q. Was this check ever presented for payment at the Second National Bank?

A. I am under the impression it was presented once before it was protested, but you will notice that it was protested some time after the check was given.

W. M. SHUSTER.

Subscribed and sworn to before me this 28th day of May, A. D. 1883.

ALBERT HARPER, *Examiner.*

268 GEORGE J. SEUFFERLE, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says:

Direct examination by Mr. EDWARDS:

Q. How long have you been a resident in this city, and were you acquainted with the late Thomas L. Hume; and, if so, how long were you acquainted with him?

A. Nearly forty-eight years. I knew him for about twenty-five years.

Q. Are you in business now; if not, when did you cease?

A. I am not in business at this date. I retired from business on the 23rd of February, 1880.

Q. In what business were you engaged prior to 1880?

A. Mercantile business—grocery business.

Q. With what firm or in what capacity?

A. As a partner in the firm of Jackson, Brother & Co.

269 Q. Please state of whom that firm consisted.

A. Benjamin L. Jackson, now deceased; William B. Jackson, and myself.

Q. Do you know Susan L. Hall?

A. Very well.

Q. How long have you known her?

A. Since 1842.

Q. Did you know her husband, the late Edward L. Hall; and, if so, how long did you know him?

A. Not less than twenty-five years.

Q. What relation, if any, is William B. Jackson and his brother, Benjamin L. Jackson, to Mrs. Hall?

A. She is a sister of those two gentlemen.

Q. What business, if any, was Edward L. Hall engaged in when you first knew him, and where?

A. He was engaged in the grocery business on Market Space, between 7th and 8th streets, in this city.

Q. Do you recollect how long he was engaged in business
270 on Market Space, between 7th and 8th streets, and where did he go from that place?

A. He was in that place about seven years, to the best of my recollection; up to the time of his death, September, 1866.

Q. Didn't Mr. Edward L. Hall in his lifetime carry on business on Market Space, between 8th and 9th streets?

A. Not to my knowledge.

Q. Was Mr. Thomas L. Hume ever in the employ of Edward L. Hall; and, if so, how long?

A. He was in his employ prior to the year 1861; what year I don't recollect.

Q. In what capacity?

A. As clerk.

Q. What occurred in 1861 in respect to Mr. Hume's connection with the business?

A. I will give you that, though it is rather a private matter.

Q. I want to know if he became a partner?

A. No, sir; not in 1861.

271 Q. When did he become a partner?

A. In 1861; early part of 1861 Messrs. Jackson & Brother wished to retire from business, and I was looking for a partner. I called on Edward L. Hall for the purpose of approaching Mr. Hume for that purpose, and Mr. Hall said, Don't you do it. I intend to give Thomas an interest in my business myself.

Q. Did he thereafter become a member or rather a partner of Edward L. Hall; and, if so, at what time?

A. He did; in 1864. I think in July, 1864.

Q. Upon what terms, if you know?

A. According to the agreement (which is in existence, but where I do not know) Mr. Hall put in a capital of about $31,000 at the time the inventory was taken, and he was to pay interest on one-half of that capital and receive one-half of the profits of that business.

Q. When you speak of "he" you mean Thomas L. Hume?

272 A. Yes, of course.

Q. Did that arrangement continue up to the time of Edward L. Hall's death?

A. It did.
Q. And when did that occur?
A. September, 1866; as well as I recollect, 25th of September.
Q. In whose name was this business carried on during the partnership between Edward L. Hall and Thomas L. Hume?
A. Hall & Hume.
Q. The business was transacted under the firm name of Hall & Hume?
A. Yes.
Q. After the death of Edward L. Hall did the firm continue to do business under the firm name of Hall & Hume?
A. Yes.
Q. Of whom did that firm consist?
A. Of Susan L. Hall and Thomas L. Hume.
Q. Susuan L. Hall being the widow of Edward L. Hall?
273 A. Yes.
Q. Upon what terms was that partnership continued, if you know?
A. Mrs. Hall, during the copartnership, was to allow Mr. Hume as an offset for his services the sum of $1,500 per annum; or, in other words, to pay the wages of a person representing Mrs. Hall at that date who, it was understood between Mr. Hume and myself, should be Mr. Poole, who was then a clerk in the store with a salary of $1,000 a year.

(Mr. EDWARDS: We do not want these details.)
WITNESS: I mention this because in the settlement there was a greater amount charged than really agreed upon.

Q. You state that it was agreed between you and Mr. Hume; in what capacity did you act or did you in fact represent Mrs Hall?
A. I represented Mrs. Hall under a power of attorney.
274 Q. How long did the firm of Hall & Hume, as constituted by Mrs. Hall and Thomas L. Hume, continue?
A. Seven years four months and sixteen days.
Q. Terminating when?
A. February 21, 1874.
Q. What then occurred?
A. Mrs. Hall withdrew from the firm and we had a settlement.
Q. Was that settlement in writing?
A. Yes, sir; I have copies of it there——

Mr. EDWARDS: No; I have the originals.

Q. I hand you two sheets of paper, one of them headed "Statement of assetts and liabilities of Hall & Hume," and the other made on a sheet of paper bearing the heading "Hall & Hume." Examine them and state in whose handwriting they are.
A. In Thomas L. Hume's handwriting.
Q. What do those papers purport to show and when were they made, if you know?
275 A. They were made about July, 1874. We arrived at these results, I acting for Mrs. Hall.

Q. Then, I understand you that this paper shows the condition of the firm of Hall & Hume?

A. Yes.

Q. So that paper shows Mrs. Hall's interest in the firm to be purchased by Thomas L. Hume?

A. Yes, sir.

Q. Did Thomas L. Hume purchase out the interest of Mrs. Hall at — time?

A. He did.

Q. What did he agree to pay, the result arrived at here?

—. ——.

Q. What was that?

A. It showed a total balance due Mrs. Hall of $62,073.75. Mr. Hume, of course, in this purchase took all the responsibility and assumed all the liabilities, and agreed to collect all the assetts. The accounts amounted to $181,919.31, including the accounts of Thomas L. Hume, his mother, and Susan L. Hall.

276 Q. When you speak of the accounts you mean the open accounts due the firm representing assetts?

A. Yes, sir.

Q. What other accounts or bills receivable were due?

A. Judgments, which, with the open accounts, amounting to $216,841.86.

Q. You have stated that the open accounts as shown by this statement, including, as I understand, that represented by amounts charged to Thomas L. Hume and on account of his mother and to Mrs. Hall, amount to $181,919.31.

A. Yes, sir.

Q. You have also stated that the total amount of bills receivable is $216,841.86. Does not the latter sum include the former?

A. It does.

Q. Then, I understand you to say that at the time of this settlement and purchase by Thomas L. Hume he was to pay Mrs. Hall the sum of $62,073.75?

A. Yes, sir.

277 Q. And at the same time to undertake and assume to pay the liabilities then due by the firm?

A. That is correct.

Q. What was the amount of those liabilities as shown by this statement in Mr. Hume's handwriting?

A. $106,530.52.

Q. This statement shows that the open accounts, excluding the accounts due by Mrs. Hall and Mr. Thomas L. Hume on his own account and on account of his mother, were estimated as worth fifty cents on the dollar, does it not?

A. Yes, sir.

Q. And that was the basis of Thomas L. Hume's undertaking in respect of the settlement with Mrs. Hall, was it?

A. It was; with the condition that if he should collect over fifty per cent. of this indebtedness he was to divide what he collected with Mrs. Hall.

278 Q. Now, state when that settlement was consummated and in what form payment was made to Mrs. Hall by Mr. Hume.

A. She received ten notes of $3,000 each, dated July 1, 1874, payable one, two, three, four, five, six, seven, eight, nine, and ten years after date, interest payable quarterly, and another obligation for the balance, amounting to $1,191.36.

Q. What portion, if any, of this obligation on the part of Mr. Hume to Mrs. Hall now remains unpaid?

A. $6,000, with interest on $3,000 from July 1, 1879, and with interest on the other from the same date, less payments as follows:

Aug. 3, 1881.	By cash on acc't of int.	$53 41
Sept. 5, "	" " " " "	12 10
Oct. 3, "	" " " " "	275 72

Q. How is the balance of this indebtedness for the purchase represented?

A. By two of the notes.

279 Q. Does Mrs. Hall now hold those notes?

A. She does.

Q. Have you them in your possession?

A. I have.

Q. Do you know the signature of Thomas L. Hume?

A. I do.

Q. Have you seen him write?

A. Yes.

Q. Is that his signature to those two notes?

A. Yes, sir.

(By consent of counsel copies of said two notes are here incorporated into this deposition with the understanding that the originals (which are marked for identification Exhibit G. J. S. Nos. 1 and 2), if desired, will be produced at the hearing or upon proper request of counsel, as follows:)

EXHIBIT G. J. S. No. 1.

$3,000.00. WASHINGTON, D. C., *July* 1*st*, 1874.

Four years after date I promise to pay to the order of Susan L. Hall the sum of three thousand dollars, with interest at six
280 per cent. per annum, payable quarter-yearly, value received. Secured by deed of trust.

THOMAS L. HUME.

No. —. Due ——.

(Endorsed on the back as follows:)

Interest paid on the within note to October 1st, 1874.
Jan. 4th, 1875, int. paid on the within note to Jan. 1st, 1875.
Int. paid on the within note to Ap'l 1st, 1875.
Int. paid on the within note to July 1st, 1875.
Int. paid on the within note to Oct. 1, 1875.
Int. paid on the within note to Jan. 1, 1876.
Int. paid on the within — to Ap'l 1, 1876.

Int. paid on the within note to July 1st, 1876.
Int. paid on the within note to Oct. 1st, 1876.
Int. paid on the within note to Jan. 1st, 1877.
Int. paid on the within note to Ap'l 1, 1877.
Int. paid on the within note to July 1st, 1877.
Int. paid on the within note to Oct. 1, 1877.
Int. paid on the within note to Jan. 1, 1878.
Int. paid to Ap'l 1st, 1878.
Int. paid to July 1st, 1878.
Int. paid to Oct. 1st, 1878.
Int. paid to Jan. 1st, 1879.
Int. paid to April 1st, 1879.
Int. paid to July 1st, 1879.

1881.

Aug. 3.	By cash, acc't int.		$53 41
Sep. 5.	" " " "		12 10
Oct. 3.	" " " "		275 72

281 EXHIBIT G. J. S. No. 2.

$3,000.00. WASHINGTON, D. C., *July 1st*, 1874.

Five years after date I promise to pay to the order of Susan L. Hall the sum of three thousand dollars, with interest at six per cent. per annum, payable quarter-yearly, value received.

Secured by deed of trust.

THOMAS L. HUME.

No. —. Due ——.

(Endorsed on the back as follows:)

Interest paid on the within note to Oct. 1st, 1874.
Int. paid on the within note to Jan. 1st, 1875, Jan. 4, 1875.
Int. paid on the within note to Ap'l 1st, 1875.
Int. paid on the within note to July 1st, 1875.
Int. paid on the within note to Oct. 1st, 1875.
Int. paid on the within note to Jan. 1, 1876.
Int. paid on the within note to Ap'l 1, 1876.
Int. paid on the within note to July 1, 1876.
Int. paid on the within note to Oct. 1st, 1876.
Int. paid on the within note to Jan. 1, 1877.
Int. paid on the within note to Ap'l 1, 1877.
Int. paid on the within note to July 1, 1877.
Int. paid on the within note to Oct. 1st, 1877.
Int. paid on the within note to Jan. 1st, 1878.
Int. paid to April 1st, 1878.
Int. paid to July 1st, 1878.
Int. paid to Oct. 1st, 1878.
282 Int. paid to Jan. 1st, 1879.
Int. paid to Ap'l 1st, 1879.
Int. paid to July 1st, 1879.

Q. What steps, if any, were taken by you in behalf of Mrs. Hall to collect the balance due on account of this purchase, and when were those steps taken?

A. I think in August, 1880, I placed them in the hands of Messrs. Edwards and Barnard, attorneys-at-law, in this city.

Q. What was the result after you placed them in my hands? Did Thomas L. Hume call upon you?

A. He called upon William B. Jackson.

Q. Were you present?

A. I heard what was done or said. He appealed to them to withdraw the suit; that he would pay them very soon, and that if the suit was continued it would ruin him.

Q. What adjustment, if any, was finally made concerning the balance of this indebtedness from Thomas L. Hume by you
283 or Mr. Jackson for Mrs. Hall?

A. He came in prior to the first of June, 1881, and made a proposition to Mr. Jackson (I was present), and asked Mr. Jackson if he would not accept his brother's endorsement as collateral security for this amount and let George (meaning myself) add up the interest and draw up three notes of two, four, and six months for equal amounts. I did so, and gave him the notes. He brought them back with his brother's endorsement and I gave him the receipt. Those notes were given as collateral security for these two notes of $3,000 each and interest.

Q. Did any of these notes mature prior to Mr. Hume's death, bearing, as you supposed, the endorsement of his brother, Frank Hume; and, if so, were they paid?

A. The first one that matured, on August 3d, he paid $30, and the interest upon it, and renewed it, I think, for thirty days
284 with the same endorsement. The next matured September 5th, upon which he paid the interest and renewed it for $2,200 (the original amount of each of these notes was $2,230). The next note matured October 3d, upon which he paid the interest and reduced the amount to $2,000 and renewed it.

Q. Did these renewal notes that you speak of become due prior to his death?

A. No, sir.

Q. Then I understand the notes that you took with the endorsement of Frank Hume on them, as you supposed, as additional security for Thomas L. Hume's indebtedness to Mrs. Hall are now held by Mrs. Hall, or the renewals thereof?

A. They are.

Q. Have you them in your possession?

A. I have.

Q. Examine these notes and state in whose handwriting is
285 the signature of Thomas L. Hume attached thereto.

A. Mr. Thomas L. Hume's handwriting.

(By consent of counsel copies of said notes are incorporated in this deposition with the understanding that the originals (which are marked for identification Exhibit- G. J. S. Nos. 3 & 4 & 5) may be

produced at the hearing or upon proper request of counsel as follows:)

EXHIBIT G. J. S. No. 3.

$2,230. WASHINGTON, D. C., *June 1st*, 1881.

Six months after date I promise to pay to the order of Frank Hume twenty-two hundred and thirty dollars, at the Bank of Washington, D. C., value received, with interest at the rate of six per cent. per annum until paid.

THOMAS L. HUME.

(Endorsed on the back as follows:) Frank Hume, Wm. B. Jackson, & Geo. J. Seufferle, trustees.

286 UNITED STATES OF AMERICA, *District of Columbia*, } *To wit:*

Be it known that on the third day of December, in the year eighteen hundred and eighty-one, I, Thomas J. Myers, notary public, residing in the said District, duly commissioned and sworn, at the request of the trustees of the Bank of Washington, of Washington, presented at the Bank of Washington, D. C., the original note hereto attached and demanded payment of the sum of money in the said note specified, whereunto I was answered by the book-keeper, "No funds."

Therefore I, the said notary, at the request aforesaid, have protested, and by these presents do solemnly protest, against the drawer and endorsers of the said note and all others whom it may or doth concern for all costs, exchange, re-exchange, charges, damages, and interest suffered and to be suffered for want of payment thereof.

287 In testimony whereof I have hereunto set my hand and affixed my notarial seal of office the day and year aforesaid.

[SEAL.] THOS. J. MYERS,
Notary Public.

Protesting ---------- $1 75
Notices ---------- 30
Postage ---------- ----------

Recorded Book 8, page 93.

EXHIBIT G. J. S. No. 4.

$2,200. WASHINGTON, D. C., *Sept.* 5, 1881.

Sixty days after date I promise to pay to the order of Frank Hume twenty-two hundred dollars, value received, with six — int., payable at B'k of Washington.

THOMAS L. HUME.

No. —. Due ——.

(Endorsed on the back as follows:) Frank Hume, W. B. Jackson, & Geo. J. Seufferle, trustees.

UNITED STATES OF AMERICA, *District of Columbia,* } *To wit:*

Be it known that on the seventh day of November, in the year eighteen hundred and eighty-one, I, Thomas J. Myers, notary
288 public, residing in the said District, duly commissioned and sworn, at the request of the trustees of the Bank of Washington, of Washington, presented at the Bank of Washington, D. C., the original note hereto attached and demanded payment of the sum of money in the said note specified, whereunto I was answered by the book-keeper, "No funds." Therefore I, the said notary, at the request aforesaid, have protested, and by these presents do solemnly protest, against the drawer and endorsers of the said note and all others whom it may or doth concern for all costs, exchange, re-exchange, charges, damages, and interest suffered and to be suffered for want of payment thereof.

In testimony whereof I have hereunto set my hand and affixed my notarial seal of office the day and year aforesaid.

[SEAL.] THOS. J. MYERS,
Notary Public.

Protesting ---------- $1 75
Notices ---------- 20
Postage ---------- ------

Recorded Book 7, page 601.

289 EXHIBIT G. J. S. No. 5.

$2,000 WASHINGTON, D. C., *Oct. 3rd,* 1881.

Sixty days after date I promise to pay to the order of Frank Hume two thousand dollars, value received, payable at 2d Nat. B'k, with int. until paid.

THOMAS L. HUME.

No. —. Due —.

(Endorsed on the back as follows:) Frank Hume, Wm. B. Jackson, & Geo. J. Seufferle, trustees.

UNITED STATES OF AMERICA, *District of Columbia,* } *To wit:*

Be it known that on the fifth day of December, in the year eighteen hundred and eighty-one, I, Thomas J. Myers, notary public, residing in the said District, duly commissioned and sworn, at the request of the trustees of the Bank of Washington, presented at the Second National Bank the original note hereto attached and demanded there payment of the sum of money in the said note specified, whereunto I was answered by the book-keeper, Not good.

Therefore I, the said notary, at the request aforesaid, have
290 protested, and by these presents do solemnly protest, against the drawer and endorsers of the said note and all others whom

it may or doth concern for all costs, exchange, re-exchange, charges, damages, and interest suffered and to be suffered for want of payment thereof.

In testimony whereof I have hereunto set my hand and affixed my notarial seal of office the day and year aforesaid.

[SEAL.] THOS. J. MYERS,
Notary Public.

Recorded Book 8, page 98.

Protesting	$1 75
Notice	30
Postage	

291 Q. Please state whether you recollect any receipt was given to Thomas L. Hume by Mrs. Hall or by you in her behalf for these ten notes.

A. There was.

Q. Is that it (producing paper)?

A. That is it, sir—a copy of it.

Q. Do you know where the original is?

A. I presume in the possession of Thomas L. Hume.

Q. You have not seen it since?

A. No, sir.

(By consent of counsel copy of said copy of receipt is herewith incorporated in this deposition subject to the production of the original if found (which is marked for identification Exhibit G. J. S. No. 6 as follows:)

EXHIBIT G. J. S. No. 6.

Hall & Hume, dealers in fine family groceries, No. 807 Centre Market Space.

WASHINGTON, D. C., *October* 23, 1874.

292 Received of Thomas L. Hume ten notes, secured by deeds of trust, for three thousand dollars each, payable yearly, and dated July 1st, 1874, and due bill for eleven hundred and ninety-one $\frac{36}{100}$ dollars, being amount in full of my interest in the business which has heretofore been conducted by Susan L. Hall and Thomas L. Hume under the name and style of Hall & Hume. I hereby, for value received, as cited above, turn over, transfer, and sell all my right, title, and interest in said business to the said T. L. Hume, he agreeing to pay all debts and liabilities due by said firm of Hall & Hume and to hold me free from all responsibility of same. The above sale and settlement is based upon the bills receivable, being estimated at fifty per centum on the dollar. It is agreed that when the collections of said bills receivable shall exceed the amount settled—say fifty cents on the dollar—an equal division shall be made of the excess, commencing said division on the 1st of

January, 1875, and continuing thereafter every three months until the whole shall have been settled.

(Signed) SUSAN L. HALL,
Per GEO. J. SEUFFERLE, *Att'y.*

293 Q. You have stated that the firm of Hall & Hume, consisting of Mrs. Susan L. Hall and Thomas L. Hume, was dissolved when?

A. February 21, 1874.

Q. Was any notice published of that dissolution?

A. There was in one of the newspapers published in Washington.

Q. Have you a short copy of that notice?

A. I have.

Q. Is that a copy attached to the statement you have referred to in the handwriting of Thomas L. Hume?

A. That is a copy signed by both of them.

Q. Did you see that advertisement published?

A. Yes, sir.

Q. Who cut out this notice as printed?

A. Either myself or Mr. Jackson; I will not be positive as to that.

Q. You have stated that Mr. Hume agreed under the terms of this settlement to pay to Mrs. Hall fifty per cent. of the out-
294 standing open accounts as collected from time to time, and in case that any accounts should be paid in full also to account to her for the difference between fifty per cent. of the accounts and what was actually paid. Did he ever so account or pay any money to Mrs. Hall for her share of the open accounts due to the firm when this settlement was made?

A. As the copy of the receipt given Mr. Hume shows, it was agreed that when collections of said bills receivable shall exceed fifty cents on the dollar an equal division shall be made of the excess, commencing said division on the first of January, 1875, and continuing thereafter every three months until the whole shall have been settled. He never settled any portion of the open accounts collected by him as agreed under the terms of settlement.

Q. Do you know or have you any knowledge or information from Thomas L. Hume that he did in fact make any collections on
295 these open accounts?

A. He did make collections, and the last information I received from him was that he had only collected $47,000 of the amount, and he furnished me with a list of those collections. I subsequently called on him repeatedly to have the additional collections added to that list, but I could never obtain it.

Mr. EDWARDS: Said two sheets of paper, one headed "statement of assets and liabilities of Hall & Hume" (and containing a copy of said advertisement) and the other made on a sheet of paper bearing the heading of Hall & Hume, are by agreement of counsel copied and incorporated into this deposition, with the understanding that the originals thereof (which are marked for identification Exhibit G. J. S. No. 7 and parts of Exhibit G. J. S. No. 7) shall be produced

at the hearing of these causes if desired or upon proper request of counsel and are as follows:

296 EXHIBIT G. J. S. No. 7.

Statement Assets & Liabilities of Hall & Hume.

Assets:

Mdse. stock per inventory	$67,824 79
Open accounts, judgments, notes, & deeds of trust	216,841 86
Property at Bladensburg	1,000 00
Awning & fixtures	100 00
Total	285,766 65
Am't net profits to be equally divided between S. L. Hall & T. L. Hume	148,049 00
Amount due Mrs. S. L. Hall	74,024 50
Original capital "	31,187 13
	105,211 63
Less am't received	43,137 88
	62,073 75

Liabilities:

Am't detailed in inventory	106,530 52
Original capital stock	31,187 13
Net balance in favor of assets after paying all debts	148,049 00
	285,766 65
Am't due Mrs. Hall	74,024 50
Am't due Mr. Hume	74,024 50
	148,048 00
Am't received by Mrs. Hall, being amount of account	30,575 38
Am't paid clerk hire 4 y. 4 mos. & 16 d'ys, at 1,500; 3 years, at 1,200	12,562 50
	43,137 88

297 *Part of Exhibit G. J. S. No. 7.*

Notice of dissolution.

The copartnership heretofore existing between Susan L. Hall and Thomas L. Hume under the name and firm of Hall & Hume has been dissolved by mutual consent.

Thomas L. Hume is authorized to collect all accounts and settle the business of the late firm. Mr. Hume will continue the business at the old stand, No. 807 Centre Market Space, where all persons indebted to the late firm are requested to call and settle the same, as it is important that all outstanding accounts be closed at once.

November 1, 1874.

SUSAN L. HALL,
THOMAS L. HUME.

298 *Part of Exhibit G. J. S. No. 7.*

Hall & Hume, dealer- in fine family groceries, No. 807 Centre Market Space.

WASHINGTON, D. C., —— —, 187–.

Total amount open accounts	$181,919 31
" judgments	3,252 91
" notes	19,480 02
" deeds of trust	12,189 62
Total amount	216,841 86
Less Mrs. Hall's, Mrs. Va., & Mr. T. L. Hume's acc't	93,312 28
	123,529 58
Mr. Hume proposes to pay or secure to Mrs Hall 50 cts. on the dollar for debts due the firm, her interest being	61,764 79
Fifty cents on the dollar is	30,882 39½
Total balance due Mrs. Hall is	62,073 75
Less 50 cts. on the dollar on debts due firm	30,882 39
	$31,191 36

Adjourned until March 15th, 1883, at one o'clock p. m.

ALBERT HARPER, *Examiner.*

299 THURSDAY, *March* 15, 1883—1 -c'k p. m.

Met pursuant to adjournment.

Present: Messrs. Perry & Fendall, solicitors for Messrs. Perry & Fendall, complainants; James S. Edwards, solicitor for Central National Bank, and Messrs. Totten & Gordon, solicitors for Mrs. Annie G. Hume and her children; also the examiner and George J. Seufferle.

Direct examination resumed by Mr. EDWARDS:

Q. I was in error in my assumption, as shown by my last question, concerning the payment by Thomas L. Hume of fifty per cent. on the outstanding open accounts, thinking that that was not included

in the $31,000. I now ask you whether Thomas L. Hume ever accounted to Mrs. Hall for any excess that he collected, or do you know that he did collect any excess over the $65,000?

A. He informed me that he never had collected fifty per
300 cent. of the outstanding indebtedness.

Q. Did he ever account to you?

A. He never did.

Q. Did you ever apply to him?

A. Often.

Q. Look at this statement of the assets and liabilities of Hall & Hume and tell me what was the character and value of the assets purchased by Mr. Hume according to his own estimate (Exhibit G. J. S. No. 7)?

Mr. GORDON: What is that?

Mr. EDWARDS: The total amount of assets purchased by Mr. Hume.

A. Merchandise stock, per inventory		$67,824 79
50 % of the open accounts, judgments, and deeds of trust, amounting to	$216,841 86	
After deducting accounts of Mrs. Susan L. Hall, Thomas L. Hume, and Mrs. Virginia Hume, his mother, am't'g to	93,312 28	
2)	123,529 58	=61,764 79
Property at Bladensburg		1,000
Awning frame or iron fixtures		100
Making a total of		$130,739 58

301 Q. State how much Thomas L. Hume assumed and agreed to pay by this settlement.

A. He assumed the amount of the inventory of liabilities	$106,530 52
And the amount due Mrs. Hall	31,191 36
Making altogether	$137,721 88

Q. Was the difference growing out of this transaction in favor of or against Mr. Hume?

A. He assumed $6,982.30 more than the amount of the assets.

Q. It appears by your statement that the open accounts charged against Thomas L. Hume and his mother and Mrs. Hall amounted to $93,312 28

How much of this sum was chargeable to Mrs. Hall?

A. 30,575 38

Q. The balance, then, of $62,736 90

between that sum and the former was the indebtedness due to the firm by Mr. Hume & his mother?

A. Yes, sir.

Q. How much was his mother's indebtedness?

A. I think, as well as I recollect, $5,500.

302 Q. Did Mr. Hume assume his mother's indebtedness?

A. He did.

Q. Prior to this settlement had the firm of Jackson, Brother & Co., or any other person that you know of, been applied to for loans by the firm of Hall & Hume or Thomas L. Hume?

A. They applied to Jackson, Brother & Co.; that I am positive of.

Q. Did that firm loan them any money?

A. They did.

Q. Were those loans paid at maturity or curtailed and renewed?

A. I think (I will not be positive) that they were finally paid.

Q. I hand you two letters, one dated August 23, 1873, and the other September 20, 1873; by whom were they written?

A. Written by Thomas L. Hume.

Q. To whom were they sent?

A. Jackson, Brother & Co.

Mr. EDWARDS: Copies of said letters are here offered in
303 evidence as follows (with the understanding that the originals thereof, which are marked for identification Exhibits G. J. S. Nos. 8 and 9, shall be produced at the hearing of these causes, if desired, or upon proper request of counsel):

EXHIBIT G. J. S. No. 8.

Hall & Hume, dealers in fine family groceries, No. 807 Center Market Space.

WASHINGTON, D. C., *August* 23, 1873.

Mess. Jackson Bros. & Co.

GENTS: Your Mr. B. L. Jackson kindly offered, in case we should need it to assist us (for a day or two) to meet some heavy obligations. If not incommoding you do us the favor to send check for the enclosed am't. You can date and use our check at your pleasure, allowing us to number the same on the day you use.

Respectfully, HALL & HUME.

304 EXHIBIT G. J. S. No. 9.

Hall & Hume, dealers in fine family groceries, No. 807 Center Market Space.

WASHINGTON, D. C., *Sept.* 20, 1873.

Mess. Jackson, Bro. & Co.

GENTS: We are disappointed in receiving a large sum of money this a. m. and are short in consequence. Do us the favor to loan us your check until the first of the week for $2,000,

And oblige yours, very truly,

HALL & HUME.

305 Q. It appears from this statement (Exhibit G. J. S. No. 7), in the handwriting of Thomas L. Hume, that the liabilities of the firm aggregated $106,530.52. Do you recollect or know whether any portion of that liability included money borrowed by the firm?

A. I do.

Q. Recollect how much?

A. About $49,000.

Q. Do you remember from whom the money was borrowed?

A. Quite an amount from William B. Bowie; as well as I recollect, $24,000.

Cross-examination by Col. TOTTEN:

Q. Has Mrs. Hall any collateral security for this indebtedness?

A. None at present. She had in shape of forged endorsements.

Q. What became of the forged endorsements?

306 A. We have them here. Mr. Jackson will testify to that. They were given as collateral security (I refer to the three notes). They were presumed to be secured by deed of trust.

Q. On what?

A. Piece of property on E street, his former residence.

Q. Good security, was it not?

A. Nothing realized from it.

Q. Was the debt not secured by that house?

A. Not at all. It was embraced in the deed of trust. A piece of property in Georgetown and that piece of property were blended together in this security—in this deed of trust for $30,000.

Q. What became of that deed of trust?

A. It is in existence yet.

Q. It is good security?

A. No, sir.

Q. Why not?

A. The property was sold and did not realize the amount of the first claim.

Q. This was the second, was it?

307 A. The third, I believe.

Mr. EDWARDS: The fourth.

Redirect by Mr. EDWARDS:

Q. I understand you to say that these ten $3,000 notes, which were part of the consideration paid by Mr. Hume for this purchase of Mrs. Hall, were secured by deed of trust on real estate?

A. Yes, sir.

Q. And that the real estate did not realize enough to pay, over and above prior encumbrances, anything on account of this balance now due?

A. Yes, sir.

Q. And that Mrs. Hall has not at this time any security except the personal liability of Thomas L. Hume or his estate?

A. Nothing else.

Q. By reason of the repud-ation by Frank Hume of his endorsement of these three notes?

A. For that reason, I presume, there is no security.

GEO. J. SEUFFERLE.

308 Subscribed and sworn to before me this 26th day of May A. D. 1883.

ALBERT HARPER, *Examiner.*

(See page 395.)

WILLIAM B. JACKSON, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says:

Direct examination by Mr. EDWARDS:

Q. You are a resident of Washington, D. C.?

A. Yes, sir.

Q. And a brother of Susan L. Hall?

A. I am.

Q. Did you know the late Thomas L. Hume?

A. Very well.

Q. How long did you know him?

A. Perhaps forty years.

309 Q. I hand you three notes purporting to be made by Thomas L. Hume to the order of Frank Hume and referred to in deposition of Mr. Seufferle; please state the circumstances attending the execution of these notes and those of which these are renewals, as stated by Mr. Seufferle.

A. These are the three original notes remaining unpaid from the settlement at the time Mrs. Hall withdrew from the concern.

Q. You don't mean that these are the original notes, do you?

A. Those are the original notes.

Q. Repeated.

A. These are the three notes given to us by Mr. Hume, endorsed by his brother, as collateral for the original notes. We were pressing Mr. Hume for a settlement, and he would sometimes make a small payment, and he then came and we accepted these notes in order to enable him to get along.

310 Q. When you accepted them did you believe the endorsement of Frank Hume on the back was genuine?

A. Most assuredly we did.

Q. After Mr. Hume's death did you call upon Frank Hume concerning these notes? If so, state what occurred.

A. I did call upon him and showed him the notes. He at once said he had not endorsed them and never would have endorsed them, for more than one reason, one of which was that he and his brother had a dispute about some pecuniary matter, and my brother, Benjamin L. Jackson, was called in to decide the matter, and he was against Frank Hume. He stated another reason for denying the endorse-

ment; he stated to me that I should have called and informed myself before receiving the notes, and I told him that I thought that would be a very strange procedure, and that I had no reason to presume that Mr. Hume had forged his name or anybody
311 else's. He said no; if anybody had told me so I would have knocked him down, showing he was very inconsistent in the beginning. Just before I called upon Frank Hume, and a few days before Thomas L. Hume's death, I heard it rumored about the streets and saw it published that he had forged his brother Frank's name by endorsement; so I went to Frank Hume's to ascertain if ours were forged or not, not knowing differently and supposing they were signed by him.

Q. You have stated, Mr. Jackson, that you heard it reported or saw it published prior to Mr. Hume's death; are you clear about that; was it not subsequent to his death?

A. Yes; subsequent to his death.

Cross-examination by Col TOTTEN:

Q. What was it that first excited your suspicion about the genuineness of Frank Hume's endorsement.?

312 A. Nothing, until I heard it about town that Mr. Hume had forged his brother's name by endorsements.

Q. When did you hear that?

A. I do not remember; some time after his death.

Q. How long?

A. A week or ten days.

Q. Then the first thing you did was to go and see Frank Hume?

A. I went to see him a day or two after.

Q. He peremptorily denied the genuineness of his endorsements?

A. Yes, sir.

Q. Do you know whether it is his signature or not?

A. I do not.

Q. Have you seen his signature often?

A. I have compared them with one somewhat similar in style; I noticed that, but I do not pretend to say whether it is his signature or not; I cannot tell myself by that examination.

Q. Was there any other collateral given for these notes?

313 A. None other.

Q. Did you first hear that Mr. Tom Hume had committed forgery or that you heard that Frank Hume stated that his endorsement was not genuine?

A. That I cannot say; it was a general rumor; several persons asked me about it; I had not heard it even; it was a general rumor about the time, and I recollect accepting a note and it going to protest at the Bank of Washington which Mr. Frank Hume did not provide for; even after that I went to make inquiry.

Q. Bank of Washington?

A. Yes; there were several notes there for payment. More than one, I am satisfied, was protested there and left there for payment.

W. B. JACKSON.

Subscribed and sworn to before me this 26th day of May, A. D. 1883.

ALBERT HARPER, *Examiner.*

314 JAMES S. EDWARDS, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says:

Direct examination by Mr. PERRY:

Q. You are a member of the bar of the District of Columbia?

A. I am.

Q. Do you recollect whether or not certain claims against Thomas L. Hume were placed in your hands for collection prior to his death; and, if so, what they were and what you did with them?

A. About June, 1879, the Central National Bank (the complainant in cause No. 7906, here consolidated) placed two of the notes referred to in the bill, or the renewals thereof, in our hands for collection, and our firm immediately notified Mr. Hume by letter dated June 11, 1879, requesting that he call and settle, so as to avoid suit.

315 Q. Did Mr. Hume pay any attention to that letter?

A. Yes, sir; he called and requested time, promising to make a curtail, which was submitted to the bank and it was agreed to.

Q. What happened when the balance left after the curtail became due?

A. These matters were finally arranged by the bank giving Mr. Hume time, and they were withdrawn from the possession of our firm, and they are two of the notes referred to in the bill.

Q. When were they again placed in your hands after his death?

A. After his death they were placed in our hands and are now the basis of the equity suit No. 7906.

Q. Do you know whether or not the indulgence extended to him by the bank had expired before his death?

316 A. Yes; even after the indulgences given to him he failed to meet the indebtedness, and Mr. Hume found himself unable to make a curtail, and the bank would indulge him and allow him to renew after curtail. We also had placed in our hands the two $3,000 notes held by Mrs. Susan L. Hall, and referred to in the deposition of Mr. Seufferle, for collection about August, 1880. We wrote to Mr. Hume on the 27th of August, 1880, notifying him that they were in our hands for collection and requesting him to call and settle the matter. Mr. Hume made repeated promises to settle them in a certain specified time, all of which he failed to carry out, and under positive instructions from our client, Mrs. Hall, we prepared the declaration to bring suit and she swore to it, the
317 original of which I now have. This declaration was sworn to by Mrs. Hall on the 27th of November, 1880. Even after this declaration had been sworn to — me, wishing to avoid suing Mr. Hume, if possible, — notified him of the fact that it had been sworn

to and asked him, if possible, to settle the matter. After pleading for us not to institute suit and making other promises, the matter was finally adjusted to the satisfaction of Mrs. Hall, through her brother, Mr. William B. Jackson, by Mr. Hume giving notes bearing, as was supposed, his brother's (Frank Hume) endorsements.

Cross-examination by Col. TOTTEN:

Q. The notes which you had for collection against Mr. Hume, mentioned in the bill of the Central National Bank, were the $5,000 note and the $2,500 one mentioned in that bill, were they?

318 A. The two notes are referred to in particular by our letter of June 11, 1879; one was dated March 15, 1879, for $5,000, due in sixty days, with interest at ten per cent. until paid, endorsed by A. H. Pickrell, Frank Hume, Hall & Hume, and J. C. McKelden, and protest waived by them; that, I believe, is the original $5,000 note that has been introduced in evidence in this case. The other was a note dated April 18, 1879, for $2,800, with interest at ten per cent., secured by thirty-five shares of the Second National Bank stock and 715 shares of the American District Telegraph stock. My recollection is that this latter note was curtailed.

Q. That is not one of the notes mentioned in the bill?

A. The one mentioned in the bill is a renewal of that; the bank felt that the collateral security was inadequate and urged curtailment or payment.

319 Q. How long did you have that $5,000 note in your hands; up to what date—you received them about what date?

A. I am pretty clear that we received them a short time before we wrote this letter, which was written in June, 1879.

Q. And the date of that letter is June 11, 1879?

A. Yes, sir.

Q. How long did you have that $5,000 note in your custody before the bank agreed to extend the time and before you returned them to the bank?

A. I don't think these notes remained in our hands but a short time.

Q. What do you mean by that—a week?

A. Not over twenty days.

Q. Then you returned them on call of the bank?

A. We returned them, we having been requested by Mr. Hume to submit a proposition to the bank. We did submit that

320 proposition, and I find that on the 16th of June, 1879, we wrote another letter to Mr. Hume, which I will read if you desire.

Q. What is the nature of it?

A. It is as follows:

"JUNE 16TH, 1879.

"Thomas L. Hume, Esq.

"DEAR SIR: Your request for an extension to July 5th, 1879, on the two notes of yours, one for $5,000, the other for $2,800, overdue to the Central National Bank of this city and in our hands for col-

lection, has been submitted to the bank's board of directors, and we are instructed to say that the bank is willing to renew the note for $2,800 at 60 days from the date it fell due, on the same collaterals, which will make it payable in 60 days from May 21 last, and
321 will also extend the payment of $5,000 note to the time the $2,800 one, as renewed, falls due, upon the condition that the interest on both notes, payable when they matured, be paid. Please notify us of your conclusions in the premises by the bearer.

"Yours, &c., EDWARDS & BARNARD."

Q. Did you get an answer from Tom to that letter?

A. We have no letters of Mr. Hume's that we can find. He generally called in person. He undertook to carry that out and called at the bank two days after that letter in response to the following letter:

"JUNE 18, 1879.

"Thos. L. Hume, Esq.

"DEAR SIR: You did not call yesterday, as per promise, to arrange matters of overdue notes, mentioned in our letter of the 16th inst. to you and which we understand by our messenger you
322 agreed to. Please call before 10.30 a. m. to-day to fix up the matters, so that we may report to the board of directors to-morrow.

"Yours, &c., EDWARDS & BARNARD."

The board of directors of the Central National Bank meets on Thursday of each week. This letter was evidently written on Wednesday preceding. That is all I find in relation to these notes, and my recollection is that they agreed to allow further time.

Q. And he complied with the proposition of the bank?

A. Yes, in respect to these notes.

Q. You were at that time a member of the board of directors?

A. Yes, and have been a member of the board of directors since its organization, and am now.

Q. This $5,000 note simply laid over?

A. It became due after one of the endorsers, A. H. Pickrell,
323 had died, and of course we could not renew that in the original form, and it remained there. Subsequently (I know it to be—fact) payment was made upon that note, as appears endorsed on it.

Q. Was that payment made by Thomas L. Hume?

A. Yes; and he kept the paper in the bank apparently alive. The bank took from Thomas L. Hume his note to the order of his brother, Frank Hume, and held this $5,000 note as collatteral or as an obligation for the purpose of giving Tom further time.

Q. That $2,500 note that you speak about endorsed by Frank Hume—that is the note put into these causes?

A. He took that $2,500 note as well as the original $5,000 note up at the same time, as appears by endorsement on them.

JAS. S. EDWARDS.

Subscribed and sworn to before me this 20th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

(See page 382.)

324 R. K. ELLIOT, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says as follows:

Direct examination by Mr. PERRY:

Q. You are a member of the bar of the supreme court of the District of Columbia?

A. Yes, sir.

Q. You are a practising attorney?

A. Yes, sir.

Q. Are you the attorney of the National Bank of the Republic of the District of Columbia?

A. I am and have been in some cases.

Q. Do you now as such attorney hold any promissory notes made by the late Thomas L. Hume or any evidences of indebtedness against the estate of the said Hume?

A. I do.

Q. Have you them with you?

A. No, sir.

325 Q. Will you produce them?

A. In reply to that question I will state that the Bank of the Republic has been sued by Mary E. Pickrell, who is represented by two of the gentlemen now present—Messrs. Totten and Gordon—and that suit charges the bank with having in its possession collaterals which belong to the estate of A. H. Pickrell, which is now pending, and to that suit the bank has not yet made answer, and in the absence of an order of the court that I shall discover my case in these cases I prefer not to produce them. I do not refuse to produce them, but I prefer that the court shall be fully informed of the nature of this case and my reason for not producing them.

Q. What is the gross amount of the indebtedness that you hold against the estate of Thomas L. Hume?

(Col. TOTTEN: I object to the question. I want the notes.)

326 A. I think the aggregate amount of the principal and interest of four of the notes is between $14,000 and $15,000; that is my recollection. I will not be accurate. There are also two other notes—one for $2,200, I think, and one for $1,200—which are now in suit, drawn by Thomas L. Hume to the order of Hume, Cleary & Co. and endorsed by Hume, Cleary & Co., in the handwriting of Thomas L. Hume. Those notes are in suit, and testimony has been taken concerning them.

Q. Making, in all, six notes that the bank holds?

A. Six notes; that is my recollection.

Q. Do you hold any collateral security in connection with the indebtedness to which you refer?

A. We do; some.

Q. Is or not that collateral security the property of the late Thomas L. Hume?

A. That is the very question at issue in the case I have referred to.

327 Q. Do you know whether or not the indebtedness now existing or claimed to exist from the estate of Mr. Hume to the bank originated with the present evidence of indebtedness which you now hold, or did the indebtedness antedate them?

Col. TOTTEN: Objected to, as the book will show.

WITNESS: No; they won't. I am telling what the books show.

A. I am satisfied, from an examination which has been made by Mr. Bradley, the cashier, at my instance and partially in my presence, that one of the notes——

Mr. PERRY: For what amount?

WITNESS: I am testifying to what I know—secured by collateral, originated in 1876, and has been continued by renewals at intervals of sixty and ninety days, without curtailment of the principal, from that time down to July, 1881, and that just before Mr. Hume's

328 death—down to a brief period before his death.

Q. Is that the only one that extends back that far?

A. I am inclined to think it is.

Q. Are any of the others extensions of preceding indebtedness?

A. All of them are.

Q. Then will you state how far back they run?

A. I cannot. That is a matter Mr. Bradley has not completed yet.

Q. Do you think it would require labor of two or three days to be performed by the cashier in order to get an extract from the books showing the history of these loans?

A. To make a perfectly accurate statement the cashier would necessarily have to begin with the existing note and trace it back until he lost all trace of it, and when he got to the last note in the ledger which would correspond with the existing note in reference to the dates of maturity and renewal (the only thing we have to go by) he would then be able to tell whether or not the existing notes

329 were renewals; and, if so, how far they extend. This ledger is kept for a considerable time. Mr. Bradley has already furnished me a partial statement in that respect.

Q. Have you any objection to filing a copy of that?

A. No; I will file a copy.

Q. Have you any objection to filing copies of the notes or producing them in order that the examiner may make copies?

A. That is the same question in substance which you put to me and I decline to answer here. I will furnish you a list of the notes in respect to their dates and amounts and a statement showing origin, and I may add that after answering the now pending suit against us I will make that statement complete, by permission of

counsel, by giving everything. I prefer to answer first the bill in the case in which I am a party.

330 Q. Of course, you understand that it is not the object of the administrators nor, so far as I am advised, of counsel for the Central National Bank to in any way interfere by questions asked here with your legitimate defence in other litigation, but it is necessary for the purposes of this suit that those notes at least should be produced. The six notes to which you refer are now held by the bank against the estate of Thomas L. Hume and are all overdue and unpaid, are they?

A. All.

Q. And the amount represented by them—principal and interest—is a valid subsisting claim against the estate of Thomas L. Hume?

(Col. TOTTEN: I object to the question.)

A. Thomas L. Hume is the maker of all the notes and the notes are unpaid.

(Col. TOTTEN: I object to the answer; I want to see the notes.)

331 Cross-examination by Col. TOTTEN:

Q. You have stated, I believe, that the amount due on these six notes is from $14,000 to $15,000?

A. No; I didn't. I said that we had four, of which the principal and interest combined was between $14,000 and $15,000; but I have got two more, one of which is for $2,200 and the other is for $1,200, and we are suing Frank Hume on those.

Q. Then you have altogether over $17,000 of Tom Hume's paper in your bank?

A. Yes; a great deal more than that really.

Q. Have you any objection to bringing the collateral securities which you hold here and let us look at them?

A. I will bring them in the other case.

Q. How does the amount of the collateral securities that you hold compare with these six notes?

332 A. Give it up.

Q. You don't know?

A. No.

Q. Have you collateral in your custody or in the bank?

A. That is a private matter.

Q. It is important for me to know whether Tom Hume's estate is really insolvent so far as your bank is concerned in this case. If you hold $17,000 worth of his notes and you hold collateral security for $18,000 these gentlemen cannot prove the issue of insolvency so far as you are concern-. That you see, don't you?

A. Yes; but I see the further fact, which you assert in your bill which you filed here, alleging that we do not hold any collaterals at all.

Q. I don't want you now to testify on that subject. I would like to know what you claim to be collaterals for Tom Hume's paper.

333 A. We have been sued on the part of Mrs. Pickrell in reference to these various collaterals, and the bill avers that they are the collaterals of the Pickrell estate and not of Thomas L. Hume's. If that bill which you have filed be true, then we do not hold any collaterals.

Q. Is that your objection to testifying in this case?

A. Yes, sir.

(Col. TOTTEN: I here give notice that I will move the court to strike out the testimony of Mr. Elliot on this question of insolvency of Tom Hume's estate.)

Redirect by Mr. PERRY:

Q. Do you recollect bringing any suits for Mr. Keyser, as receiver of the German-American National Bank, against Thomas L. Hume in his lifetime?

A. Yes; I brought two.

(Col. TOTTEN: The record will show.)

Q. Do you recollect the amount of those notes?

A. One for $7,665 an- the other $4,500.

334 Q. Are those suits still pending?

A. Yes.

Q. Are those notes unpaid?

A. Yes.

Q. How long prior to Mr. Hume's death were they brought?

A. They were brought on the 4th day of August, 1881.

(Col. TOTTEN (interrupting): Any defence interposed to those suits?

WITNESS: A fraudulent defence.)

Q. I understand you, in answer to a question by Col. Totten, to state that suit has been brought against the National Bank of the Republic by Mrs. Pickrell, alleging that the collateral which you say you hold to secure the four notes that you have referred to was the property of Mr. Pickrell and not of Thomas L. Hume?

A. Yes.

Q. And that the object of that suit is to determine who is the owner of the collateral?

A. That is the object. The proposition is squarely made there.

335 Q. And you say that if the collateral is the property of Thomas L. Hume or of his estate, then you would have no claim against the estate of Hume; in other words, that if this collateral belongs to Mr. Hume it is sufficient to pay the debt due the bank?

A. No; it is not sufficient to pay all the notes held by the National Bank of the Republic, for the reason that there are the two notes which I have already referred to now in suit drawn by Thomas L. Hume and endorsed by him in the firm name of Hume, Cleary & Co. Those notes are overdue and unpaid and litigated.

Q. Do you hold any collateral for those two notes?

A. Hold nothing.

Q. The collateral only of the four notes are in suit?

A. Yes.

Q. These notes are all in the handwriting of Thomas L.
336 Hume and they are overdue and unpaid?

A. Yes, sir.

Recross by Col. TOTTEN:

Q. Is the name of A. H. Pickrell on any of them?

A. No; not on those notes we have got in the bank.

Q. On any of these six notes in this case?

A. No, sir.

Q. His name is on one?

A. Not on any of them.

R. K. ELLIOT.

It is agreed by counsel that after the filing of the answer of the National Bank of the Republic in the equity suit of Mary E. Pickrell against said bank that copies of the aforesaid notes may be filed by the witness in these causes in lieu of the notes themselves, instead of which the copies shall be as competent evidence as the notes themselves would have been.

Adjourned until to-morrow, Friday, March 16, 1883, at 2 o'clock p. m.

337 Subscribed and sworn to before me this 26th day of May, A. D. 1883.

ALBERT HARPER, *Examiner.*

Note by Examiner.

TUESDAY, *June* 26, 1883—3 o'clock p. m.

And now comes the foregoing witness, R. K. Elliot, Esq., and produces the statement and two of the notes referred to in his deposition, and says that he will produce the others at the hearing of these causes if desired, and by agreement of counsel copies of said statement and said two notes are here incorporated into this deposition (the originals thereof being marked for identification Exhibit R. K. E. Nos. 1, 2, & 3, and to be produced at the trial) as follows:

338 EXHIBIT R. K. E. No. 1.

Notes Given by Thomas L. Hume and Endorsed by Hume, Cleary & Co. and Discounted at National Bank of Republic.

Date of note.	Time to run.	Amount.
Oct. 1, 1879	3 days	2,000
" 9, "	30 "	2,014 61
Jan'y 15, 1880	90 "	2,551 67
" 24, "	10 "	2,005 17
Feb'y 7, "	60 "	4,056
Ap'l 10, "	90 "	3,572 33
June 9, "	20 "	1,506 67
" 19, "	60 "	2,028
July 12, "	90 "	3,572 33
Aug. 4, "	15 "	1,508
Sept. 8, "	15 "	1,506
Sept. 27, "	15 "	1,004
Oct. 13, "	90 "	3,062
" 16, "	90 "	502
" 23, "	60 "	1,723 80
Dec. 24, "	60 "	1,723 80
Jan'y 14, 1881	90 "	3,062
Feb'y 25, "	60 "	1,700
Ap'l 16, "	90 "	2,551 67
" 28, "	60 "	1,521
" 20, "	60 "	2,000
June 18, "	90 "	2,300
June 30, 1881	60 "	1,300
339 Aug. 21, 1879	60 "	2,000
Sept. 1, "	60 "	1,216 80
Sept. 19, 1879	60 "	2,230 80

Probable history of $2,200 note T. L. Hume, endorsed Hume, C. & Co., excepting the first-mentioned $24,174, which was payable to and endorsed by Frank Hume.

24,174,	dated	Oct.	9,	1879,	30	days,	due	Nov.	8–11,	1879								$2,014	66
24,394,	dated	Nov.	3,	1879,	60	days,	due	Jan'y	12–15,	1880								2,535	
24,744,	"	Jan'y	15,	1880,	90	"	"	Ap'l	14–17,	"								2,551	67
25,187,	"	Ap'l	10,	"	"	"	"	July	9–12,	"								3,572	33
25,676,	"	July	12,	"	"	"	"	Oct.	10–13,	"								3,572	33
26,207,	"	Oct.	13,	"	"	"	"	Jan'y	11–14,	1881								3,062	
26,774,	"	Jan'y	14,	1881,	"	"	"	Apr.	14–17,	"								3,062	
27,336,*	"	Apr.	16,	"	"	"	"	July	15–18,	"								2,551	67
27,733,	"	June	18,	"	"	"	"	Sept.	17–20,	"								2,347	53
28,333,	"	Sept.	19,	"	60	"	"	Nov.	18–21,	"								2,230	80

* Paid June 18.

EXHIBIT R. K. E. No. 2.

$1,200. 16.80. WASHINGTON, D. C., *Sep.* 1. 1881.

Sixty days after date I promise to pay to the order of Hume, Cleary & Co. twelve hundred dollars, value received, with interest at 8 per cent. per annum, until paid, payable at the Na-
340 tional Bank of the Republic.

THOMAS L. HUME.

No. —. Due, 31–3 Nov.

Endorsed on the back: Hume, Cleary & Co. Protested Nov. 3, 1881.

EXHIBIT R. K. E. No. 3.

$2,200. 30.80. WASHINGTON, D. C., *Sept.* 19, 1881.

Sixty days after date I promise to pay to the order of Hume, Cleary & Co twenty-two hundred dollars, value received, with interest at 8 per cent. per annum until paid, payable at the National Bank of the Republic.

THOMAS L. HUME.

No. —. Due 18–21 Nov.

Endorsed on the back: Hume, Cleary & Co. Protested Nov. 21, 1881.

341 FRIDAY, *March* 16, 1883—2 o'k p. m.

Met pursuant to adjournment.

Present: Messrs. Perry and Fendall, solicitors for Messrs. Perry & Fendall, administrators and complainants in Nos. 8011, 8012, and 8013, and James S. Edwards, as solicitor for Central National Bank, the complainant in No. 7906; Messrs. Totten & Gordon, solicitors for the defendants; also the examiner and Edward Temple.

Direct examination resumed by Mr. FENDALL:

Q. Have you the note referred to in your previous examination?
A. Yes, sir.
Q. Please describe it.
A. It is as follows:

$2,000. WASHINGTON, D. C., *July* 21, 1881.

Ninety days after date I promise to pay to the order of Frank Hume two thousand dollars, value received, with interest at 8% until paid, payable at Bank of Washington.

THOMAS L. HUME.

No. —. Due ——.

Endorsed: Thomas L. Hume, Frank Hume, Hall & Hume, Hume, Cleary & Co.

342 (By consent of counsel the foregoing copy of said note is incorporated in this disposition from the original (which is marked for identification Exhibit E. T. No. 1), which will be produced at the hearing of these causes or upon the proper request of counsel.)

Q. Please state the origin of the indebtedness for which this note was given.

A. June 7th, 1879, note for sixty days was renewed from time to time, as will appear from the following statement filed herewith by consent of counsel:

Note.

Thos. L. Hume,	$2,000.00,	dated	June 7, '79,	60	days;	renewed	Aug. 9, '79.
"	2,000.00,	"	Aug. 9, '79,	60	"	"	Oct. 11, "
"	2,000.00,	"	Oct. 11, '79,	90	"	"	Jan. 12, "
"	2,000.00,	"	Jan. 12, '80,	90	"	"	Apr. 14, '80.
"	2,000.00,	"	Apr. 14, '80,	90	"	"	July 15, "
"	2,000.00,	"	July 15,	90	"	"	Oct. 16, "
"	2,000.00,	"	Oct. 16,	90	"	"	Jan. 17, '81.
"	2,000.00,	"	Jan. 17, '81,	90	"	"	Apr. 20, "
"	2,000.00,	"	Apr. 20,	90	"	"	July 22, "
"	2,000.00,	"	July 21,	90	"	due & prot.	Oct. 22, '81.

343 Q. Are you acquainted with the signature of Thomas L. Hume?

A. Yes, sir; that is his signature to this note.

Q. Do you as executor of Dr. Gunton's estate hold any other claims against Mr. Hume's estate?

A. No, sir.

Cross-examination by Col. TOTTEN:

Q. Are you acquainted with the signature of Frank Hume?

A. Yes; reasonably well.

Q. Is that his signature on this note, which is payable to the order of Frank Hume and purports to be endorsed by him?

A. I should say it was his signature.

Q. You hold as collateral security for this note certificate of 40 shares of the Potomac Fire Insurance Company stock for $1,000?

A. Yes, sir.

Q. Worth about how much?

A. I have not made inquiry; I suppose $1,800.

Redirect by Mr. FENDALL:

344 Q. Is there any question as to the ownership of that collateral?

A. None that I know of.

Q. The fact of the ownership of that collateral is not now it litigation?

A. I don't know that it is.

Mr. Mattingly, who is present as counsel for the witness, states as follows: Mrs. Annie G. Hume, the widow of Thomas L. Hume and

daughter of Mr. A. H. Pickrell, has filed a bill against the executors of Dr. Gunton's estate, in which the question is as to the right of the executors to hold this collateral, it having been stock standing in the name of Mr. A. H. Pickrell and endorsed by Mr. Pickrell's executors to Dr. Gunton.

By Mr. EDWARDS:

Q. Then if that suit is determined in favor of the claim of Mrs. Annie G. Hume *has no other* your testator, Dr. Gunton, has no other security for the payment of this note than Thomas L Hume's
345 estate and the endorsement of Frank Hume?

A. No other security than the note itself.

EDW. TEMPLE.

Subscribed and sworn to before me this 18th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

346 ALBERT F. MARSH, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says as follows:

Direct examination by Mr. FENDALL:

Q. You are a resident of Washington?

A. Yes, sir.

Q. Have you any claim against the estate of Thomas L. Hume?

A. Yes, sir.

Q. What is the shape of it?

A. Balance due on a real estate note, with the credits that appear on the back of the note. The note is dated January 3, 1876, for $591.67, and is payable 18 months after date to the order of Warner & Hitz, trustees. The balance due on the note is $54.94, with interest from November 29, 1881.

(Signed) ALBERT F. MARSH,
By the examiner, ALBERT HARPER.

(Cross-examination waived.)

347 JAMES W. WILLIAMS, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says as follows:

Direct examination by Mr. FENDALL:

Q. You are a resident of Washington?

A. I am.

Q. What position do you occupy?

A. General book-keeper of the Citizens' National Bank of Washington city. I have charge of di-counts.

Q. Has that bank any claim against the estate of Thomas L. Hume?

A. Yes, sir; as appears by the following note, to wit:

EXHIBIT J. W. W. No. 1. Albert Harper, Examiner.

Copy.

$300. WASHINGTON, D. C., *Aug.* 27, 1881.

Sixty days after date I promise to pay to the order of Frank Hume three hundred dollars, at the Citizens' National Bank of Washington city, value received, with interest at the rate
348 of 8 per cent. per annum until paid.

(Signed) THOMAS L. HUME.

No. —. Due ——.

(Endorsed:) T. L. Hume. $304.20. Oct. 29. Frank Hume, Hall & Hume, Hume, Cleary & Co.

(By consent of counsel the foregoing copy of said note is incorporated in this deposition from the original (which is marked for identification Exhibit J. W. W. No. 1), which will be produced at the hearing if desired or upon proper request of counsel.)

Q. Are you acquainted with the signature of Thomas L. Hume?

A. I am, and believe his signature to this note to be genuine. The note is wholly unpaid.

Q. Please state the origin of the indebtedness for which this note was given.

A. The origin of this indebtedness and the curtailments and renewals of the same will appear from the statement which I now file in evidence herewith, which is an exact transcript from the books of the bank in my possession as book-keeper, and which statement is as follows, to wit:

349 EXHIBIT J. W. W. No. 2. Albert Harper, Examiner.

Citizens' National Bank.

(Original written in pencil.)

Nov.	5,	1877, T. L. Hume, maker	2,551	66,	A. H. Pickrell.
Feb'y	4,	'8,	2,041	33	"
May	8,	'8,	2,347	53	"
Aug.	8,	'8,	2,041	33	"
Nov.	9,	'8,	1,837	20	"
Feb'y	10,	'9,	1,633	07	"
May	14,	'9,	1,428	93,	Frank Hume.
Aug.	16,	'9,	1,224	80	"
Nov.	15,	'9,	1,020	67	"
Feb'y	16,	'80,	918	60	"
May	20,	'80,	816	53	"
Aug.	20,	'80,	714	47	"

Nov. 20, '80,	------	612 40,	Frank Hume.
Feb'y 23, '81,	------	510 33	"
May 26, '81,	------	408 27	"
Aug. 27, '81,	------	304 20	"

[Endorsed:] Exhibit J. W. W. No. 2. Albert Harper, examiner.

350 Cross-examination by Col. TOTTEN:

Q. Do you know the signature of Thomas L. Hume?
A. Yes, sir.
Q. Is this his signature on this note?
A. So far as I know I think it is.
Q. Do you know the signature of Frank Hume?
A. Not very well acquainted with that.
Q. Is this *is* his signature endorsed on this note?
A. I think it is.
Q. Did you see him write it?
A. No, sir.
Q. Does he say it is his?
A. I have not heard him say.
Q. Does he deny it?
A. I believe so.
Q. What collateral security have you got for the payment of this note?
A. Only the endorsements; nothing else.
Q. Is this all you have?

A. Yes.

351 Q. Have you got any certificates of insurance stock or anything as collateral to this paper or any other?
A. None that I am aware of.
Q. Any collateral left by Tom Hume belonging to the estate of A. H. Pickrell?
A. None that I am aware of.
Q. Could there be without you knowing it?
A. No, sir.
Q. That is doubtful?
A. Yes.
Q. You have the custody of the notes?
A. As discount clerk they come through my hands. I have the custody of them.
Q. If a note comes into your bank accompanied by collaterals you know it?
A. Yes, sir.
Q. You have no collaterals given to your bank by Tom Hume?
A. No record at all of any.
Q. Have you ever had any collaterals there in the shape of bank stock, insurance stock, or gas company stock in the name of A. H. Pickrell?

352 A. None that I am aware of.

Q. Is this Exhibit J. W. W. No. 2 a history of the transaction out of which this note results?

A. Yes.
Q. The amount of the first note was $2,500?
A. Yes.
Q. Do you remember that of your own knowledge?
A. That is according to our books.
Q. You have no personal knowledge of it?
A. No, sir.
Q. You have no personal knowledge of anything on this paper, Exhibit J. W. W. No. 2?
A. No, sir.
Q. It is copied from your books?
A. Yes, sir.
Q. Did you make that copy?
A. Yes.

J. W. WILLIAMS.

Subscribed and sworn to before me this 31st day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

353 JACOB LEFO, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says as follows:

Direct examination by Mr. FENDALL:

Q. You are a resident of Washington?
A. Yes, sir.
Q. Have you any claim against the estate of Thomas L. Hume?
A. I have a note, which is as follows:

$275. WASHINGTON, D. C., *Oct.* 19, 1881.

Ten days after date I promise to pay to the order of Jacob Lefo two hundred & seventy-five $\frac{}{100}$ dollars in full for the purchase of five cows and calves, value received, with interest at the rate of — per cent. per annum until paid.

THOMAS L. HUME.

Endorsed: Jacob Lefo, Sam. Bensinger.

354 (By consent of counsel the foregoing copy of said note is incorporated in this deposition from the original (which is marked for identification Exhibit J. L. No. 1), which will be produced at the hearing or upon proper request of counsel.)

Q. For what was this note given?
A. For five cows and calves.
Q. Purchased by Mr. Hume of you?
A. Yes, sir.
Q. Where where they delivered?
A. Delivered to his place where he resided; out of town; at Tunlaw.

Q. When?
A. Same day as the date of the note.
Q. There has never been any payment on account of this note?
A. Never.
Q. Have you any other claim against Mr. Hume's estate?
A. That is all.

Cross-examination by Col. TOTTEN:

355 Q. Have you any collateral security for this note?
A. None.
Q. Nothing whatever?
A. No, sir.
Q. What is this name on the back of this note?
A. Mr. Bensinger's name.
Q. Did you have the note discounted?
A. He gave me the money for it.
Q. You had to take it up?
A. Of course. Mr. Hume didn't take it up.

(Signed) JACOB LEFO,
Per examiner, ALBERT HARPER,
Per Agreement of Counsel.

By consent of counsel the time for the taking of testimony on behalf of the complainants in said causes, consolidated, is extended ten days from the expiration of the time fixed by the order of the court.

ALBERT HARPER, *Examiner.*

356 HENRY WETZEL, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says as follows:

Direct examination by Mr. FENDALL:

Q. State where you live and your occupation.
A. Blacksmithing; West Washington, No. 1683 P street; house No. 3241 P street.
Q. Have you any claim against the estate of Thomas L. Hume?
A. Yes, sir; I suppose that must be against the estate for work done for the farm. Mr. Hume paid all the bills at the time. He paid me bills of the same kind as this one right along from month to month.

By consent of counsel the following copy of said bill is incorporated in this deposition from the original, which is marked
357 for identification Exhibit H. W. No. 1, which will be produced at the hearing of these causes, if desired, or upon proper request of counsel, to wit:

EXHIBIT H. W. No. 1.

The Tunlaw farm to H. Wetzel, Dr.

GEORGETOWN, *Nov. 3rd*, 1881.

Sept. 3.	To making 1 ring for bramble scythe	25
" 9.	To cutting threads on body-bolt & piecing & welding *quible*-stay & heading, 2 bolts in 5th wheel & 1 bolt in porch	1 00
" 12.	To steeling 1 end of *maddox* & sharpening 1 end	31
" "	To setting 1 bramble scythe, 10; & 2 shoes, steel, 62	72
" 27.	To 2 shoes removed	37
Oct. 6.	To cutting 1 wagon *tyre*	75
" 19.	To 1 shoe removed & setting 1 scythe & 1 scythe bolt & nut	45
" 20.	To 4 rivets & 4 bolts in iron on wheel-jack	40
	To making new wood-work on wheel-jack	1 75
" 26.	To piecing & welding axle-arm & 1 colter, washer, & setting axletree, & 1 nut on body-bolt & tightening bolts & clips	2 50
" 27.	To 1 shoe; Nov 1st, to 1 shoe, steel	62
		$9 12

Received payment.

H. WETZEL.

358 L. G. BEYER, *Manager*.

Cross-examination by Col. TOTTEN:

Q. Do you know to whom the Tunlaw farm belonged?

(Mr. FENDALL: Question objected to.)

A. To the best of my knowledge, it was Mr. Hume's. When I commenced doing work for the farm Mr. Hume ordered me to do this work and he paid me at the store every month. He died a few days before this bill was presented.

Redirect by Mr. FENDALL:

Q. Did you recognize any one else in this transaction besides Mr. Hume?

A. No, sir.

Q. Looked to him for the payment of it, and no one else?

A. No one else.

Q. You have presented other bills just like this bill to Mr. Hume and were paid by him?

A. Yes, sir.

(Signed) HENRY WETZEL,
By Examiner, per Agreement of Counsel.

(Adjourned until Monday, at 1 -c'k p. m., M'ch 19, '83.)

19—285

359 MONDAY, *March* 19, 1883—1 o'clock p. m.

Met pursuant to adjournment.

Present: Messrs. Perry & Fendall, as solicitors for Perry & Fendall, complainants; James S. Edwards, Esq., as solicitor for the Central National Bank, complainant; Messrs. Gordon and Totten, solicitors for Annie G. Hume and her children and other defendants; also the examiner and—

GEORGE W. COCHRAN, who, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says as follows:

Direct examination by Mr. EDWARDS:

Q. Where do you reside?
A. In the city of Washington.
Q. How long have you resided here?
A. Over fifty-eight years.
Q. Were you born here?
A. I was.
360 Q. And lived here ever since your birth?
A. With the exception of two or three years, when I was a minor.
Q. Are you engaged in business; if so, in what and how long?
A. Yes; in the cigar & tobacco business; since the first day of March, 1847, for myself.
Q. Did you know the late Thomas L. Hume?
A. I did.
Q. How long had you known him prior to his death?
A. He died in '81, did he not, sir?

(Col. TOTTEN: Yes, sir.)

I am warranted in saying that I had known him for at least twenty years prior to his death. I could say more, but I am warranted in saying that now.

Q. Where was Mr. Hume living during this period of your acquaintance with him?
A. When I first became acquainted with Mr. Hume he was
361 a boy in the employ of Mr. Edward Hall, grocer, on Market Space, between 7th and 8th streets, northwest. He resided in the District of Columbia.
Q. After Mr. Hume's employment, as you state, did he carry on business in this city? And, if so, state its character and how long he carried on business, to your recollection.
A. Mr. Hume carried on business for himself and in connection with partners from about 1863 up to the date of his death—wholesale & retail grocery & liquor store.
Q. State the location of that store for business purposes compared to other portions of the city.

A. They occupied two sites during the time that Hall & Hume and Hume, Cleary & Co. were in partnership, and both were as eligible sites as there were in the city of Washington.

Q. Do you know Mr. Frank Hume, and how long have
362 you known him?

A. Possibly I have known him incident-ly for twelve or fifteen years.

Q. Was he engaged in business in this city during that period; and, if so, in what?

A. He embarked in business for himself as a wholesale grocer ten or twelve years ago, and has been in that business ever since.

Q. I hand you three promissory notes, dated, respectively, on the 4th, 20th, and 24th day- of August, 1881, and payable to your order. I wish you to examine these notes and state whether your name is endorsed thereon as payee, and the circumstances under which you made that endorsement, and whether these notes are the originals; if not, state the time, if you can recollect, when you first endorsed any notes for Thomas L. Hume and the circumstances of the original endorsements.

363 A. These three notes are all endorsed by me. I think the first note I endorsed for Mr. Hume was on or about the first day of May, 1881, and the two following ones must have been in June, 1881. I endorsed in the whole three notes for Mr. Hume, of which these three are renewals. While I had known Mr. Hume as man and boy for some eighteen or twenty years, I never had had a business transaction with him of any kind in my life. Early in the season of 1881 he came into my store, and, after stating that he could not endorse for anybody, asked me if I had confidence enough in him to endorse his note for $3,000. I told him I had, and I endorsed it. Somewhere within thirty days he came in with an apology, and stating that he had expected to have been in
364 the receipt of some eighteen or twenty thousand dollars before that time, but he found himself in the condition of wanting money, and asked me if I would endorse another note for $3,000. Both of these notes were to be jointly endorsed by myself and Frank Hume. I told him I would. A few days after that, according to my memory, he came to me and stated that he had negotiated a sale of a block of houses on T street, between 14th and 15th streets, and he had been expecting to have been in receipt of the money for some time, but there was a hitch in it; the papers had all been drawn, and that he would be in receipt of $20,000 in money from the sale of those houses as soon as it was consummated, and that while he could not endorse for me he would be very happy to loan me any amount of money I wanted just as soon as he realized
365 from the sale of these houses; consequently he got my third endorsement. This note was to have also the joint endorsement of Frank Hume; that was a special and positive promise that he made before I endorsed either or any of them—that Frank Hume was to be endorser and jointly liable. After those notes became due they were renewed. He called on me and gave various reasons why they should be renewed; he was hard-up and hadn't the money; but

at each and every renewal it was to be accompanied by Frank Hume's endorsement.

Q. Are these three notes that I have handed you the renewal notes you speak of?

A. To the best of my knowledge and belief, those are the three renewal notes of the original notes extended from the spring until the fall. I first endorsed for him in the spring and he died in
366 the fall.

Q. Did you observe when you endorsed these notes that you were the payee thereof, and did you know of your legal liability, by reason of your becoming first endorser thereon, at the time you endorsed them?

(Col. TOTTEN: Objected to.)

A. I did not know that I was laying myself liable for more than Frank Hume was; as old a man as I am, I had no suspicion of the law bearing upon that.

Q. What is your recollection as to the maturity of those notes; did any of them mature prior to Thomas L. Hume's death—I mean the renewals?

A. The first one fell due on the day he died, the next on the Monday following, according to my recollection, and the other fell due afterwards.

Q. After Thomas L. Hume's death and the maturity of these notes, or at any time after his death, did you call upon Frank Hume
367 in regard to them?

A. I did.

Q. State what occurred.

A. My first interview with him was possibly from four to six days or a week after his brother's death. Frank Hume at the interview told me that he never signed those notes; that they were forgeries; that he never signed them, nor authorized them to be signed.

Q. What action, if any, was taken by the holders of those notes in respect to their collection?

A. The holders of the notes entered suit against the endorsers. I went into court and confessed judgment.

Mr. EDWARDS: You did confess judgment; judgment went by default against you?

WITNESS: Judgment went by default against me.

Q. And you have paid them, have you?

A. I paid them.

368 Q. How did you pay them?

A. By certain checks which are in your possession.

Q. I hand you three checks; please state whether they are the ones.

A. Here are the checks, each bearing date February 13, 1882; one payable to Eugene Carusi, as attorney for Lewis Johnson & Co., for $3,121.05; another one was for the Second National Bank note, payable to "T. L. Hume's note, int. & costs, $3,128.63," endorsed by H. C. Swain, who was cashier of the bank; and the other one

payable to the order of " Nat. Wilson, attorney for Nat. Met. B'k," for $3,124.90.

Q. Has any portion of the money thus paid by you on account of these notes or your endorsement been repaid?

A. Not one farthing.

Q. Have you any security whatever for the amount due you from Mr. Hume's estate on account of these endorsements?

A. None whatever.

369 Q. What consideration, if any, did you receive from Tom Hume for your endorsements?

A. None, in the most remote degree. I paid them for the sake of my honor, which was as clear and explicit as possible. I received no consideration whatever in any manner, shape, or form.

Q. What was Frank Hume's financial standing at the time you endorsed these notes and also his reputation?

A. As goods as any man's in Washington, as far as I knew.

Mr. EDWARDS: I here offer said three notes in evidence and also said three checks, all of which, by agreement of counsel, are copied or incorporated into this deposition with the understanding that the originals thereof (which are marked for identification Exhibits G. W. C. Nos. 1, 2, 3, 4, 5, and 6) shall be produced at the hearing
370 of these causes if desired or upon proper request of counsel, and which are as follows:

EXHIBIT G. W. C. No. 1.

$54 25
3,000

3,054 25

WASHINGTON, D. C., *Aug.* 4, 1881.

Ninety days after date I promise to day to the order of Geo. W. Cochran three thousand dollars, value received, with 7 per cent. interest until paid, payable at the Second National.

THOMAS L. HUME.

Endorsed on the back: T. L. Hume, Nov. 2, 3,054.25. Geo. W. Cochran, Frank Hume, M'ch 13, '82, $3,128.63. Paid by George W. Cochran, including costs of suit, int., & protest. W. F. M., att'y.

UNITED STATES OF AMERICA, } *ss:*
District of Columbia, }

Be it known that on the fifth day of November, in the year eighteen hundred and eighty-one, I, George W. Ballock, notary public, duly commissioned and sworn, residing in the Dis-
371 trict of Columbia, at the request of the Second National Bank of Washington, D. C., presented at said bank, to the bookkeeper thereof, the original note hereto attached and demanded payment thereof, whereunto I was answered, " It is not good."

Therefore I, the said notary, at the request aforesaid, have protested, and by these presents do solemnly protest, against the drawer

and endorsers of the said note and all others whom it may concern for all costs, exchange, re-exchange, charges, damages, and interest suffered and to be suffered for want of payment thereof.

In testimony whereof I have hereunto set my hand and affixed my notarial seal of office the day and yeare aforesaid.

372 [SEAL.] G. W. BALLOCH,
Notary Public.

Protesting	$1 75
Notices	20
Postage	
	1 95

Recorded in Book 1, page 510.

Endorsed on the back as follows: No. 17451. T. L. Hume.

Note	$3,000
Interest	54 25
Protesting fees	1 95
Total	$3,056 20

George W. Balloch, notary public. Nov. 5, 1881.

Endorsers: G. W. Cochran, Frank Hume.

373 EXHIBIT G. W. C. No. 2.

$3,000. 36.75. WASHINGTON, D. C., *Aug. 20th*, 1881.

Sixty days after date I promise to pay to the order of Geo. W. Cochran three thousand dollars, value received, with 7 per cent. interest until paid.

THOMAS L. HUME.

Endorsers on the back: Geo. W. Cochran, Frank Hume.

UNITED STATES OF AMERICA, } *ss:*
District of Columbia, }

Be it known that on the twenty-second day of October, in the year eighteen hundred and eighty-one, I, John T. Arms, notary public, duly commissioned and sworn, residing in the District of Columbia, at the request of Lewis Johnson & Co., of Washington, presented at office of Hume, Cleary & Co., Market Space, and at the residence of maker,

374 3319 West or P street, Georgetown, the original note hereto attached and demanded payment thereof, whereunto I was answered, "Thomas L. Hume is not in this firm now; he sold out yesterday;" and at his residence I was answered, "He is not in."

Therefore I, the said notary, at the request *of* aforesaid, have protested, and by these presents do solemnly protest, against the drawer and endorsers of the said note and all others whom it may

or doth concern for all cost, exchange, re-exchange, charges, damages, and interest suffered and to be suffered for want of payment thereof.

In testimony whereof I have hereunto set my hand and affixed my notarial seal of office this 22nd day of Oct., 1881.

JOHN T. ARMS, [SEAL.]
Notary Public.

Protesting	$1 75
Notice	20
Postage	
	$1 95

375 Recorded in Protest Book —, page —.

Endorsed on the back as follows: No. 22574. Thomas L. Hume.

Note	3,000
Interest	36 75
Protest fees	1 95
Total	3,038 70

376 EXHIBIT G. W. C. No. 3.

3,592

$3,000. 36.75. WASHINGTON, D. C., *Aug.* 24, 1881.

Sixty days after date I promise to pay to the order of Geo. W. Cochran three thousand dollars, value received, with 7 per cent. int. until paid.

THOMAS L. HUME.

No. —. Due Oct. 23.

Endorsed on the back: Geo. W. Cochran, Frank Hume, Hume, Cleary & Co.

UNITED STATES OF AMERICA, } *To wit:*
District of Columbia, }

Be it known that on the twenty-sixth day of October, in the year eighteen hundred and eighty-one, I, Thomas J. Myers, notary public, residing in said District, duly commissioned and sworn, at the request of the National Metropolitan Bank of Washington, presented at the late residence of the maker the original note hereto at-
377 tached and demanded payment of the sum of money in the said note specified, whereunto I was answered by Mrs. Hume, "Mr. Wm. A. Gordon will administer on Mr. Hume's estate to-morrow. I cannot pay it."

Therefore I, the said notary, at the request aforesaid, have protested, and by these presents do solemnly protest, against the drawer and endorsers of the said note and all others whom it may or doth concern for all costs, exchange, re-exchange, charges, damages, and interest suffered and to be suffered for want of payment thereof.

In testimony whereof I have hereunto set my hand and affixed my notarial seal of office the day and year aforesaid.

[SEAL.] THOS. J. MYERS,
Notary Public.

Protesting	$1 75
Notices	30
Postage	

Recorded Book 7, page 543.

Endorsed on the back as follows: Thos. L. Hume.

Note	$3,000
Int.	36 75
Prot.	2 05
Note	$3,036 75

378 EXHIBIT G. W. C. No. 4.

No. —. WASHINGTON, D. C., *February* 13, 1882.

National Metropolitan Bank pay to Eugene Carusi, attorney for L. Johnson & Co., or order three thousand one hundred & twenty-one $\frac{5}{100}$ dollars.

$3,121.05. GEO. W. COCHRAN.

Endorsed on the back: Eugene Carusi, att'y for L. Johnson & Co., Eugene Carusi.

EXHIBIT G. W. C. No. 5.

No. —. WASHINGTON, D. C., *February* 13, 1882.

National Metropolitan Bank pay to T. L. Hume, note, int., & costs, or bearer, three thousand one hundred and twenty-eight $\frac{63}{100}$ dollars.

$3,128.63. GEO. W. COCHRAN.

Endorsed on the back: H. C. Swain.

EXHIBIT G. W. C. No. 6.

No. —. WASHINGTON, D. C., *February* 13, 1882.

National Metropolitan Bank, pay to Nat. Wilson, attorney for Nat. Met. B'k, or order three thousand one hundred & twenty-four $\frac{90}{100}$ dollars in full of note & costs of the late T. L. Hume.

$3,124.90. GEO. W. COCHRAN.

Endorsed on the back: Nat'l Wilson, att'y for Nat. Met. B'k.

379 Cross-examination by. Col. TOTTEN:

Q. I notice that one of the endorsers on one of these notes is Hume, Cleary & Co. They are good, are they not?

A. I don't know.

Q. What do you think about them?

A. Hume, Cleary & Co. should be good, but that is merely a matter of opinion.

Q. Their reputation is that they are good?

A. Yes; but I do not know anything at all about them.

Q. You have in contemplation a suit against Hume, Cleary & Co. upon the note on which they are endorsers, have you not?

A. I want to exhaust all the remedies that I have against each and every one of the endorsers.

Q. There is no doubt about it that Hume, Cleary & Co. are good for double that amount of money?

380 A. As far as I know they all are.

Q. You stated that Mr. Hume, when he came to you for one renewal, said he expected to get $18,000 or $20,000 from somewhere. Did he not tell you where?

A. Yes.

Q. Where.

A. Mr. Hume, when he came to me, not for any renewals, but for the second endorsement, stated that he expected to be in receipt of a large amount of money soon, and while he could not endorse for me he would have plenty of money to loan me. When he came for the third endorsement, a short time afterwards, he told me that the property that he had sold was a row of houses on T street between 14th and 15th streets, but that there was some hitch in the transfer, but he expected the sale to be closed in a very few days, and

381 he renewed his offer that he would have plenty of money to lend me.

Q. His expectations referred to the row of houses?

A. That is what he told me.

(Col. TOTTEN: We object to the testimony of Mr. Cochran in these cases, so far as it relates to the transaction or conversation with Thomas L. Hume, because such testimony is excluded by the statute under the decision in the case of Page *vs.* Burnstine.)

GEO. W. COCHRAN.

Subscribed and sworn to before me this 18th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

382 JAMES S. EDWARDS recalled.

Redirect examination by Mr. FENDALL:

Q. Do you know the handwriting of Thomas L. Hume?

A. I have seen him write often. The three signatures of Thomas L. Hume to the three notes dated August 4th, 20th, & 24th, 1881 (being Exhibits G. W. C. Nos. 1, 2, & 3), referred to in the deposition of Mr. George W. Cochran are in the handwriting of Thomas L. Hume.

Cross-examination by Col. TOTTEN:

Q. You are a lawyer by profession?

A. I have so stated.

Q. Are you familiar with the various handwritings on those three notes and in and about said notes?

A. I have seen the gentlemen whose individual names appear to these three notes write frequently and have often seen them
383 sign their names.

Q. Who wrote the name of Hume, Cleary & Co. on the back of one of these notes?

A. I have no recollection of seeing any member of the firm of Hume, Cleary & Co write the name of that firm. I speak of the individual names on the notes.

Q. What are the individual names to which you refer?

A. Thomas L. Hume, George W. Cochran, Frank Hume.

Q. The name of Frank Hume appears on each of those three notes. Did he write it or not?

A. I cannot state whether or not he wrote them.

Q. What is it, in your opinion?

A. I believe it to be his signature.

Q. Have you seen him write?

A. I have.

(Mr. FENDALL: All questions as to the signature of Frank Hume objected to.)

384 Q. You have had experience enough in the business of judging of handwritings to give a reasonable opinion on that subject?

A. I have.

Q. Has Mr. Cochran a fair chance or an undoubted chance of recovering from Hume, Cleary & Co. the amount of those notes, after your investigation, such as you have given to it?

A. In my judgment, he is entitled to recover from that firm as the last endorsers, from my knowledge of the facts and the circumstances.

Q. There is no doubt in your mind that this money which Mr. Hume got went into the firm of Hume, Cleary & Co., is there?

A. I am thus reliably informed.

WITNESS: I give my opinion only concerning the endorsement of Frank Hume. I verily believe it to be his signature. I have been advised, however, that it is not his signature.

385 Q. But nobody except Frank Hume?

A. By those to whom he has denied it—our client, Mr. Cochran, being one.

JAS. S. EDWARDS.

Subscribed and sworn to before me this 20th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

(Adjourned until Wednesday, March 21st, 1883, at 2 -c'k p. m.)

386 WEDNESDAY, *March* 21, 1883—2 -c'k p. m.

Met pursuant to adjournment.

Present: Messrs. Perry & Fendall, as solicitors for Perry & Fendall, complainants; James S. Edwards, as solicitor for the Central National Bank, complainant; Messrs. Gordon & Totten, as solicitors for Mrs. Annie G. Hume and her children; also the examiner and—

WILLIAM A. MCKENNEY, who, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says as follows:

Direct examination by Mr. PERRY:

Q. You are a practising attorney and member of the bar of the District of Columbia?

A. I am.

Q. Are you attorney for H. M. Hutchinson?

A. I am.

387 Q. I believe Mr. Hutchinson is now and has been for some days quite ill?

A. I so understand.

Q. And in danger of his life, in fact?

A. I believe so; I have not seen him myself.

Q. Have you, as his attorney, in your possession any evidence of indebtedness against the estate of Thomas L. Hume?

A. I have in my possession, as his attorney, a check drawn by Thomas L. Hume in favor of H. M. Hutchinson, on the Second National Bank of this city, for $2,000, dated October 20, 1881.

Q. Have you any security whatever for it?

A. I have not.

Q. Has anything been paid on account of it?

A. No, sir; not that I am aware of.

(By consent of counsel the following copy of said check is
388 incorporated in this deposition from the original, and is admitted to be as competent evidence as the original, which will be produced at the hearing of these causes, if desired, or upon proper request of counsel.)

Copy.

No. 1482. WASHINGTON, D. C., *Oct.* 20, 1881.

Second National Bank pay to H. M. Hutchinson or order two thousand $\frac{}{100}$ dollars.

$2,000.

Two thousand doll's. THOMAS L. HUME.

Endorsed: H. M. Hutchinson.

Protested Oct. 24, 1881.

Protest fee, $1.85.

WM. A. McKENNEY.

Subscribed and sworn to before me this 20th day of June, A. D 1883.

ALBERT HARPER, *Examiner.*

389 FREDERICK A. STIER, recalled, having been heretofore examined, appears and produces the following:

EXHIBIT F. A. S. No. 3.

Extract from individual ledger of the Second National Bank, Washington, D. C., from ac. of T. L. Hume, from May 5 to May 9, '81, both inclusive:

DR.				CR.		
May 5.	C'k	75	May 5.	Disc't		3,000
"	"	396 11		Dep.		78
6.	"	250	6.			2,000
	"	500				
	"	400				
7.	Note	3,054 25				
	C'k	12 12				
	"	117 94				
9.	"	27 70				
	"	196 18				

May 4. '81, at close of business:

T. L. Hume's balance $189 27

Which by consent of counsel is herewith filed in evidence and considered as competent as the original record and marked Exhibit F. A. S. No. 3.

390 Direct examination by Mr. EDWARDS:

Q. The above transcript is in your handwriting?

A. Yes, sir.

Q. You made it?

A. Yes.

Q. From the books of the bank?

A. Yes.

Q. The figures shown in both columns of that statement indicate dollars and cents, do they not?

A. They do.

Q. I observe a credit on May 5th to Thomas L. Hume, discount, of $3,000; please state, if you can, what relation that discount bears to the note of May 4, 1881, referred to in your previous testimony as endorsed by George W. Cochran.

A. Our board of directors discounted the note of May 4, 1881, for Thomas L. Hume, endorsed by George W. Cochran, which was placed to his credit on the 5th.

391 Q. Is that Cochran note, the subject-matter of that discount, represented by that entry?

A. Yes.

Q. And went to his credit, as shown on the books of the bank?

A. Yes.

Q. Did you examine the account of Thomas L. Hume for the purpose of ascertaining what balance was to his credit at the close of business on the 4th of May, 1881? If so, with what result.

A. I did. At the close of business on May 4, 1881, he had $189.27 to his credit.

Q. I now hand you check, dated May 7, 1881, and call your attention to the stampmark on its face, semicircular in form; please state if you recognize that stamp.

A. That is our cancel stamp. Every night at close of business we cancel all the checks paid that day. The stamp on the
392 back indicates that it was paid on May 9th to the National Bank of the Republic.

Q. Now, state what relation, if any, that check bears to the debit to Mr. Hume appearing as of May 9th for $196.18 on said statement or extract.

A. It is the same check item charged up on May 9th.

Q. That check is the bank's voucher for that much, is it not?

A. Yes, sir.

Said check produced by the administrators as having been found among Mr. Hume's effects is as follows:

EXHIBIT F. A. S. No. 4.

No. 1092. WASHINGTON, D. C., *May* 7, 1881.

Second National Bank pay to O. C. Green, agent Va. Life In. Co., or order, one hundred & ninety-six $\frac{18}{100}$ dollars.

$196.18.

(One hundred & ninety-six $\frac{18}{100}$ doll's.)

THOMAS L. HUME.

[Second National Bank, Washington, D. C., May 9, 1881. Paid.]

And the same is herewith filed in evidence and marked Exhibit F. A. S. No. 4.

(Endorsed:) O. C. Green, agent.

[Nat'l Bank of the Republic, Washington, D. C., May 9, 1881. Paid.]

393 (By agreement of counsel said statement or extract (marked Exhibit F. A. S. No. 4) is admitted in evidence to be as competent as the books would have been if produced, subject to all legal exception or objection.)

F. A. STIER.

Subscribed and sworn to before me this 15th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

(By agreement of counsel the following paper (marked Exhibit J. T. S. No. 1), purporting to be copy — a check for $500, drawn by Thomas L. Hume upon the Second National Bank to the order of

J. T. Stevens, is admitted in evidence to be as competent as the original check would have been if produced, subject to all exception to the competency and effect of the check itself:)

394 EXHIBIT J. T. S. No. 1. Albert Harper, Examiner.

Linden Kent, attorney and counsellor at law, Corcoran building.

WASHINGTON, D. C., *March* 30, 1883.

DEAR FENDALL: I send you copy of check as follows:

Copy.

No. 1437. WASHINGTON, D. C., *Sep.* 19, '81.

Second National Bank pay to J. T. Stevens or order five hundred $\frac{00}{100}$ dollars.

$500.

Five hundred dollars.

(Signed) THOMAS L. HUME.

Endorsed: J. T. Stevens.

This check presented Sept. 19, '81, and payment refused by cashier Second Nat'l B'k. Said, no funds.

J. T. S.

Yours truly, LINDEN KENT.

395 GEORGE J. SEUFFERLE recalled.

Direct examination by Mr. EDWARDS:

Q. In your previous examination you stated that a considerable portion of the indebtedness assumed by Thomas L. Hume on the settlement with Mrs. Hall consisted in amounts due for moneys borrowed by the firm.

A. Yes.

Q. Have you any recollection or any memoranda from which you can refresh your memory concerning any of the obligations of that firm which fell due after the dissolution and settlement?

A. I have.

Q. State what you know about it.

A. It was a note given by Hall & Hume and endorsed by Mr. A. H. Pickrell, the father-in-law of Mr. Hume; the original
396 amount I don't recollect—I think in the neighborhood of $4,000—discounted by the Bank of Washington. When the note fell due Mr. Hume wished to curtail it and renew it, but Mr. James, the cashier of the Bank of Washington, objected, because he saw the advertisement of the dissolution, and he stated that gave Mr. Hume no authority to use the firm's name in liquidation or for any renewal, and, in order to accommodate Mr. Hume, under a power of attorney from Mrs. Hall, we made several notes until the

debt was paid, signed, individually, Thomas L. Hume and Susan L. Hall by me.

Q. Did you keep a copy of those notes or a memorandum relating to them?

A. I merely kept a memorandum and made a copy of one of them.

Q. Is that it?

A. Yes; I think that is the first copy?

397 (Mr. GORDON: Where is the original?

Mr. EDWARDS: Taken up by Mr. Tom Hume, according to the custom of the bank; of course, they would deliver the original to Mr. Hume.)

Q. Do you know where the original of that note is or the renewals?

A. I do not, sir; this is a copy, made at the time of the transaction.

Mr. EDWARDS: Said copy of said note is here offered in evidence and the same, by agreement of counsel, is hereto copied and incorporated in this deposition with the understanding that the original copy (which is marked for indentification Exhibit G. J. S. No. 10) shall be produced at the hearing of these causes, if desired, or upon proper request of counsel, and which is as follows:

398 EXHIBIT G. J. S. No. 10.

(Copy.)

$3,000. WASHINGTON CITY, *Nov.* 18, 1874.

Sixty days after date we or either of us promise to pay Adolphus H. Pickrell or order three thousand dollars, with interest at — per cent. per annum, value received.

(Signed) SUSAN L. HALL,
" Per GEO. J. SEUFFERLE, *Att'y.*
Do. THOMAS L. HUME.

The above has been renewed for $2,500 at 90 days from Jan. 21 1875, to the order of A. H. Pickrell at 8 per cent. per annum.

The above has been renewed for $2,000 at 90 days from Ap'l 24, 1875, to same order.

The above was renewed for $1,500 at 90 days from July 26, 1875, to same order.

399 Q. I hand you a paper purporting to be signed by R. T. Morsell, dated Sept. 28, 1875. Did you ever see that paper before? And, if so, state the circumstances and all you know about it.

A. It is an exhibit of the condition of the real estate of Thomas L. Hume. It was, as the date indicates, delivered to us by Mr. Morsell Sept. 28, 1875, and it has been in the possession of myself, I might say, ever since, because I have had charge of all the papers relating to this settlement between Thomas L. Hume and Mrs. Susan

L. Hall. The origin of this paper or the reason why we obtained it was the showing that at the time of the settlement I have testified to at the last examination here or the dissolution of the firm, which was in 1874, Mr. Thomas L. Hume's assets indicated
400 that he was insolvent at that time.

Q. You stated at the last examination that the piece of property on E street, wherein Mr. Thomas L. Hume resided with his family, was given as security for the ten $3,000 notes given to Mrs. Hall on the settlement. Were you ever in that house?

A. I have been.

Q. Describe those premises—character, location, and improvements.

A. The number of the house I do not recollect; it is located on the north side of E street between 6th and 7th streets northwest, adjoining an alley; three-story and cellar in front building; front, press brick; two back buildings, one added to the other; under one roof now; large stable in the rear of the lot; press-brick front, with stone steps. I was only on the lower floor, which was elegantly furnished. I was in the dining-room and back premises on
401 the ground floor throughout.

Q. What, if anything, did you know of Mr. Hume's style of living and entertainments?

A. The only entertainment I attended was on the 4th of July, 1874, to the best of my recollection, at Tunlaw farm. We were entertained very handsomely and, as I thought, expensively.

By Mr. PERRY:

Q. Do you know whether these entertainments were annual?

A. Not of my own knowledge; I heard so.

Q. Read it in the papers?

A. Several times I saw an account of them in the papers.

Q. Do you know how many persons Mr. Hume's household consisted of?

A. I do not.

Q. Don't you know whether or not he had a large family of children?

A. The number I do not recollect; I know he had quite a family.

402 Q. Do you know whether or not Mr. Hume, in addition to supporting his wife and children, also supported his own mother and sisters?

A. It would seem so from the account he settled on the books of Hall & Hume, which account I have now exact.

Q. Do you know whether or not Mr. Hume had a poney and dog-cart for his children to drive?

A. Yes; I have seen it.

By Mr. EDWARDS:

Q. Do you recollect at what time Mr. Hume removed into the house on E street which you have particularly described?

A. I do not.

Q. Do you know whether or not when he did move into that house he improved it extensively?

A. He did; it cost him $22,000.00 with improvements. He mentioned that to me when he spoke of giving security.

(Mr. GORDON: Objected to.)

403 Q. Do you know whether these improvements were before the dissolution or after?

A. Before.

Cross-examination by Mr. GORDON:

Q. Do you know whether Mr. Hume had any other source of income except from his firm?

A. This list of real estate I presume he drew rents from.

Q. Do you know whether he had *contract* of the Pickrell estate?

A. Of my own knowledge I do not.

Q. Do you know to whom Tunlaw belonged?

A. I understood it belonged to Mr. Pickrell.

Q. Do you know whether this dog-cart that you speak of was given to Mr. Hume's children by Mr. Hume or by their grandfather, Mr. A. H. Pickrell?

A. I do not.

GEO. J. SEUFFERLE.

Subscribed and sworn to before me this 23d day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

404 RICHARD T. MORSELL, being produced as a witness, of lawful age, on behalf of the complainant in said causes, consolidated, and being first duly sworn, deposes and says as follows:

Direct examination by Mr. EDWARDS:

Q. You are a member of the bar of the District of Columbia?

A. I am.

Q. And have been for how long?

A. For thirty years.

Q. And you are well acquainted with the land records of the District of Columbia?

A. Yes.

Q. And pay special attention to the examination of titles and the condition of property?

A. Yes, sir.

Q. Look at the paper I now hand you and tell me in whose handwriting it is and how you came to prepare it?

A. This paper is in my handwriting. I prepared it at the
405 instance of Mr. William B. Jackson, then of the firm of Jackson, Bro. & Co.

Q. Is that your signature to it?

A. That is my signature.
Q. And was prepared on or about the date it purports to be?
A. Yes.
Q. What does it contain?
A. It purports to be an exhibit of the condition of the real estate of Thomas L. Hume.
Q. Is that correct, so far as you know?
A. That is correct; I prepared it with great care.
Q. It purports to give the prices paid and the incumbrances on it, does it not?
A. Yes, sir.
Q. Under the heading of "price paid" how did you ascertain that?
A. I ascertained that, as far as my memory serves me, from the considerations expressed in the deeds filed in the recorder's office. I do not know that I had any other means of ascertaining it.

406 Q. I also hand you another paper. Tell me in whose handwriting it purports to be written in ink on both sides.
A. What is written in ink is in my handwriting on both sides.
Q. When was it prepared?
A. Prepared about the date it bears in the caption—30th of June, 1874.
Q. For whom?
A. For Mr. William B. Jackson, if my recollection serves me right.
Q. Is that a correct transcript of what it purports to be?
A. That is a correct transcript of what it purports to be.

R. T. MORSELL.

Subscribed and sworn to before me this 20th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

407 By Mr. EDWARDS: Said papers headed, respectively, "Exhibit of Condition of Real Estate of Thos. L. Hume" and "Property Assessed in Name of Thos. L. Hume for Year Ending June 30, 1874, Washington City," are here offered in evidence, and the same, by agreement of counsel, are copied and incorporated in this deposition with the understanding that the originals thereof (which are marked for identification Exhibits R. T. M. Nos. 1 and 2) shall be produced at the hearing of these causes, if desired, or upon proper request of counsel, as follows:

EXHIBIT R. T. M. No. 1.

Exhibit of Condition of Real Estate of Thos. L. Hume.

Square.	Lot.	Price paid.	Am't of encumbrances.	Nature of encumbrance.
Washington:				
206	*151 to 162	$39,000	$26,000	13 deeds of trust to Wm. F. Mattingly and Chas. E. Prentiss, dated May 24, 1873, to secure 13 notes at one year for $2,000 each, payable to order of Thos. L. Hume, interest at 10 per cent.; recorded Liber 718, fol. 251 to 252.
408				
366	9 & 10 of Redfern's subdivision.	2,600	------	No encumbrance.
408	E. 1-22	36,000	50,000	1st deed of trust, dated Aug. 18, 1868,† to Wm. H. Clagett and Thos. J. S. Perry, to secure Jno. F. Clarke $30.000 purchase-money; 10 notes for $3,000 each, at from 3 to 12 years, interest payable semi-annually; recorded Liber 567, fol. 310. 2nd deed of trust,
409				dated March 7, 1874, to Jno. P. Franklin, to secure Wm. B. Kibbey, as executor and trustee, $20,000 on this property and E. ½ lot 2, sq. 459,
		89,600	58,500	note at 5 years. 20 notes
		$89,600	$134,500	given for the interest, each for $500, payable quarterly; recorded Liber 739, fol. 349.
456	E ½ 5	12,000	58,500	1st deed of trust, dated May 29, 1870, to Wm. H. Ward to secure Annie T. McWilliams †$9,000 purchase-money, 3 notes for $3,000 each, at 1, 2, & 3 years, interest payable
410				semi-annually; recorded Liber 615, fol. 292. ‡2nd deed of trust, June 27, 1872, to Wm. H. Ward to secure Wm. Stickney, $10,000 note at 12 mos., int. at 10 per cent; recorded Liber 686, fol. 278. 3rd deed of trust, dated March 9, 1874, to F. W. Jones & Wm. F. Mattingly, to secure the Insurance Company of Virginia $9,500, be-

*Sold for $20,000. See dep. of Edw'd Simms.
† Prior to Va. policy.
‡ Sold out under this Stickney trust. See dep. Seufferle, p. —.

Exhibit R. T. M. No. 1—Continued.

Square.	Lot.	Price paid.	Am't of encumbrances.	Nature of encumbrance.
Washington:				
411				ing the penalty of a bond given by Thos. L. Hume, as subscriber for 100 shares of stock, to secure such requisitions as might be made by the president & directors of said company, under the 4th section of their charter; recorded Liber 747, fol. 59. 4th deed of trust, dated Oct. 1, 1874, to Geo. J. Seufferle & Wm. H. Ward to secure Susan L. Hall $30,000; 10 notes for $3,000 each, dated July 1, 1874, at 1 to 10 years, int. payable quarterly, secured on this property and lots in Georgetown; recorded Liber 767, fol. 117.
		89,600	134,500	
		$89,600	$134,500	
459	E ½ 2	14,000	-------	For encumbrances, see sq. 408.
566	Lot 1	1,728	-------	No encumbrances.
412 447	S. 20 ft. fronting on 7th St.	3,000	1,856	Deed of trust, dated April 20, (1874?) 1875, to Thos. H. Callan to secure Fred. W. Jones $1,856, note of 10 April, 1875, at interest at 8%; recorded Liber 787, fol. 3.
Georgetown:				
Lee's Hill	Lots 1 & 2 & a triangular lot south thereof, in Scott's subvision.	17,600	13,200	1st deed of trust, dated August 28, 1871,* to C. N. Thom & Jas. W. Corcoran to secure Rebecca B. Scott $13,200 purchase-money; 4 notes of 22 June, 1871, for $3,300 each, at 1, 2, 3, & 4 years; recorded Liber 57, fol. 451. 2nd. The trust to secure Susan L. Hall $30,000 is also on these lots.
413				
Lee's Hill	Lots 16 to 19, in Scott's subdivision.	15,000	1,125	1st deed of trust, dated Feb. 10, 1872, to Wm. R. Woodward* to secure Rebecca B. Scott $1,125 purchase-money; 4 notes, dated Jan., 1872, for $281.25 each, at 1, 2, 3, & 4 years; recorded Liber 673, fol. 197. 2d. The trust to secure Susan L. Hall $30,000 is also on these lots.
		127,428	150,681	
		$127,428	$150,681	
		$127,428	$150,681	

* Prior to Va. policy.

414 EXHIBIT R. T. M. No. 2.

Property Assessed in Name of Thos. L. Hume for Year Ending June 30, 1874, Washington City.

Square.	Lot.	Value of lot.	Value of improvements.	Total valuation.
366	Sub. 9	$1,400	----------	$1,400
"	" 10	1,400	----------	1,400
408	E. ½ 2	22,500	$10,000	32,500
456	5	7,297	7,000	14,297
459	2	7,858	5,000	12,858
566	Sub. 1	2,160	1,300	3,460
206	" 151	606	2,500	3,106
"	" 152	606	2,500	3,106
"	" 153	606	2,500	3,106
"	" 154	606	2,500	3,106
"	" 155	606	2,500	3,106
"	" 156	606	2,500	3,106
"	" 157	606	2,500	3,106
"	" 158	606	2,500	3,106
"	" 159	606	2,500	3,106
"	" 160	606	2,500	3,106
"	" 161	606	2,500	3,106
"	" 162	606	2,500	3,106
				103,187
Add Georgetown, on next page				19,624
Total assessment				$122,811

415 *Georgetown.*

Square.	Lot.	Value of lot.	Value of improvements.	Total valuation.
The Slip	Pt. 1	$5,696	$10,000	$15,696
	" 2	1,386		1,386
Subdivision of Lee's Hill	Sub. 16	527		527
Subdivision of Lee's Hill	" 17	629	600	1,229
Subdivision of Lee's Hill	" 18	391		391
Subdivision of Lee's Hill	" 19	295		295
				19,624

416 THURSDAY, *March* 22, 1883—2 o'clock p. m.

Met pursuant to adjournment.

Present: Messrs. Perry & Fendall, solicitors for Perry & Fendall, complainants; James S. Edwards, solicitor for Central National Bank, complainant; J. Holdsworth Gordon, solicitor for Annie G. Hume and her children, and the examiner; also—

H. SEMKEN, who, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says as follows:

Direct examination by Mr. FENDALL:

Q. You are a resident of Washington and a jeweller?

A. I am.

Q. Have you a claim against the estate of Thomas L. Hume. If so, please state what it is.

(Mr. GORDON: General objection to the competency of this
417 witness on the ground that he cannot testify to any transaction between himself and Mr. Hume.)

A. It is a claim for $300 cash loaned, for which I received his check, dated October 18, 1881, which was not paid. We exchanged checks and he asked me to hold it over for a few days longer, until Monday, which I did. Monday he was dead. I presented the check and payment was refused.

Q. Have you any other claim against Mr. Hume's estate?

A. No, sir.

By consent of counsel copy of said check is here filed in evidence with same understanding, &c.

No. 1477. WASHINGTON, D. C., *Oct.* 18th, 1881.

Second National Bank pay to Henry Semken or order three hundred $\frac{}{100}$ dollars, $300.

Three hundred doll.

THOMAS L. HUME.

Endorsed: Henry Semken.

[Lewis Johnson & Co., bankers, Washington, D. C., Nov. 24, 1881. Paid.]

418 DISTRICT OF COLUMBIA, *To wit:*

OFFICE OF THE REGISTER OF WILLS, *Oct.* 11*th*, 1882.

This day appeared H. Semken and made oath that the annexed account as stated is just and true, and that he has not received any part of the money stated to be due or any security or satisfaction for the same.

Test: H. J. RAMSDELL,
Register of Wills for the District of Columbia.

$300.00.

Will pass when paid.

By order— A. B. HAGNER, *Justice.*

Test: H. J. RAMSDELL,
Register of Wills, D C.

(The original for which check is marked for identification Exhibit H. S. No. 1.)

H. SEMKEN.

Subscribed and sworn to before me this 20th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

419 ROBERT B. TENNEY, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says as follows:

Direct examination by Mr. FENDALL:

Q. You are a resident of Georgetown, D. C., and a member of the firm of W. H. Tenney & Sons?

A. I am.

Q. Have you or your firm a claim against the estate of Thomas L. Hume? If so, please state what it is.

A. We have a claim of $360.86 for feed delivered at Tunlaw farm; the account runs from June 17, 1881, to October 20, 1881; it has been presented to Mr. Perry after Mr. Hume's decease and is wholly unpaid; no credit of any kind received on account of it.

420 Q. Have you any other claim against Mr. Hume's estate?

A. No other claim.

ROBERT B. TENNEY.

Subscribed and sworn to before me this 7th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

EXHIBIT W. H. T. No. 1. Albert Harper, Examiner.

Monthly Statement.

GEORGETOWN, D. C., *M'ch* 15, 1883.

Estate of Thos. L. Hume, dec'd, to W. H. Tenney & Sons, dr., manufacturers of flour.

1881		
June 17.	12 bus. feed	$7 16
"	2 b'lls corn	7 00
July 1.	3,000 lbs. feed	25 50
Aug. 10.	62½ bus. feed	35 00
" 29.	3 tons feed	81 00
Sept. 16.	2 " "	57 00
" 29.	300 lbs. feed	4 20
Oct. 6.	2 tons feed	51 00
" 13.	30 bus. feed	15 00
", 20.	3 tons feed	78 00
		$360 86

421 (Duplicate.)

DISTRICT OF COLUMBIA, *To wit:*

OFFICE OF THE REGISTER OF WILLS, *March 17th*, 1883.

This day appeared Robert B. Tenney, of the firm of W. H. Tenney & Sons, and made oath that the annexed account as stated is just and true, and that they have not received any part of the money stated to be due or any security or satisfaction for the same. $360.86.

M. J. GRIFFITH,
Notary Public for the District of Columbia.

Will pass when paid.
By order—
Test:

A. B. HAGNER, *Justice.*
H. J. RAMSDELL,
Register of Wills, D. C.

422 NATHANIEL B. FUGITT, being produced as a witness, of lawful age, on behalf of the complainants in said causes and being first duly sworn, deposes and says as follows:

Direct examination by Mr. PERRY:

Q. You are now in the employ of the General Government, in the Post Office Department?

A. Yes, sir.

Q. You were in business for a number of years prior to 1877?

A. Yes.
Q. In March, 1877, you went out of business?
A. Yes.
Q. Mr. Thomas L. Hume and yourself were engaged in operations together to some extent?
A. Yes.
Q. Can you approximate within a thousand dollars of the amount for which you and he were jointly indebted to third parties
423 or for which he was liable as surety for you or in any other way?

(Mr. GORDON: Objected to, because if Mr. Fugitt has any accounts between Mr. Hume and himself we would like the accounts produced.)

A. I would not like to make answer to that under oath.
Q. You are unable to state within a thousand dollars of the amount?
A. I am sorry to say that my matters are in such condition that I cannot tell you. It may have been in the neighborhood of $9,000 or $10,000.
Q. Could it have been less than $8,000?

(Mr. GORDON: Objected to.)

A. I think not, sir.
Q. You think, then, there is at least $8,000 of indebtedness outstanding against the estate of Mr. Hume on your account?
A. I don't know. I cannot say what is outstanding. If he assumed any indebtedness for me it became an indebtedness due from me to him.
424 Q. What I mean is, could there have been less than $8,000 due from either or both of you to third persons at the time of his death?
A. There might have been less; I don't know that it was less than that.
Q. You are unable to state positively in regard to it?
A. No, sir; I don't swear to what I don't know positively.
Q. At the time you went out of business was there not at least $8,000 of your paper held by third persons upon which Mr. Hume was liable or jointly liable?
A. I suppose there was in the neighborhood of $8,000; I don't know. I had no statement from him after I went out of business that I have any remembrance of. I cannot tell how we stood either at the time I went out of business or at the time he died.
425 Q. Or what both of you owed other people?
A. Not at that time; no, sir.

Cross-examination by Mr. GORDON:

Q. An examination of your accounts will show how your matters stood, will they not?
A. Not how my matters stood with Mr. Hume.

Redirect by Mr. PERRY:

Q. Could you ascertain by looking at any statement of accounts you have how much at the time of your retiring from business Tom Hume was liable for on your account—that is, without any reference as to whether you against him or he against you?

A. I have no account to which I can refer to get that information.

NATH'L B. FUGITT.

Adjourned until Monday, March 26th, 1883, at 2 -c'k p. m.

426 Subscribed and sworn to before me this 20th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

MONDAY, *March* 26, 1883—2 -c'k p. m.

Met pursuant to adjournment.

Owing to absence of Col. Totten further adjourned until Thursday, April 5, 1883, at 2 -c'k p. m.

ALBERT HARPER, *Examiner.*

427 THURSDAY, *April* 5, 1883—2 -c'k p. m.

Met pursuant to adjournment.

Present: Messrs. Perry & Fendall, as solicitors for Perry & Fendall, complainants; James S. Edwards, as solicitor for Central National Bank; Messrs. Gordon & Totten, solicitors for Annie G. Hume and her children and other defendants; also the examiner and—

FRANCIS H. SMITH, who, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says:

Direct examination by Mr. EDWARDS:

My name is Francis H. Smith; I am engaged in the real estate business.

Q. Are you not also engaged in the business of insurance, as an insurance agent?

A. Yes, sir.

428 Q. Did you know the late Thomas L. Hume?

A. I did.

Q. Please state whether you know anything about the negotiation for a sale of certain houses on T street between 13th and 14th streets northwest, in this city, owned by Mr. Hume, to Mr. Edward Simms; and, if so, what part you took in that transaction.

A. I negotiated the sale of thirteen houses in the location named for Mr. Hume to Mr. Simms in September, 1881. The consideration for the houses was $19,050. The sale was closed on the 22d of September, 1881.

Q. Was that property encumbered, to your knowledge, at that time; and, if so, what margin was there growing out of the sale by Mr. Hume after paying all taxes and encumbrances on the property?

429 A. I only know from information that it was encumbered, but for how much I do not know even from information.

Q. What margin was there payable to Mr. Hume?

A. I don't know that.

FRANCIS H. SMITH.

(Cross-examination waived.)

Subscribed and sworn to before me this 14th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

430 L. G. HINE, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says as follows:

Direct examination by Mr. PERRY:

Q. You are a member of the bar of the District of Columbia and a practising attorney?

A. I am; and have been for a number of years.

Q. Do you know Mr. William B. Bowie?

A. I do.

Q. Are you at present his attorney?

A. I am.

Q. Have you in your possession any evidence of indebtedness or claim by him against the estate of Thomas L. Hume?

A. I have; it is a promissory note, drawn in 1877.

Col. TOTTEN: Let us have the note.

WITNESS: I will have to go after it.

431 Witness here produces said note, accompanied by an affidavit of William B. Bowie.

And the same are herewith copied in evidence *herewith* and are agreed by counsel to be admitted in evidence in lieu of the originals and to be as valid as the originals would be if filed, the originals of which are marked for identification Exhibit L. G. H. No. 1 and as follows:

EXHIBIT L. G. H. NO. 1.

$24,750.81. WASHINGTON, D. C., *Feb.* 1, 1877.

Two years after date we promise to pay to the order of A. H. Pickrell and Frank Hume twenty-four thousand seven hundred and fifty and $\frac{81}{100}$ dollars, for value received, with interest at eight per cent. per annum, interest payable semi-annually.

HALL & HUME.

With the privilege of paying all or any portion any time before maturity.

HALL & HUME.

Will pass when paid.
By order— D. K. CARTTER,
Chief Justice.

April 10, 1880.
Test: A. WEBSTER,
Register of Wills.

Endorsed on the back: A. H. Pickrell, Frank Hume.

432 We hold ourselves responsible jointly and severally for the within note without demand, notice, or protest.
Feb. 4, 1879.

FRANK HUME.
A. H. PICKRELL.

Fifteen thousand dollars paid by notes of Hume & Cleary Oct. 21, 1881.

DISTRICT OF COLUMBIA, *To wit:*

This day personally appeared William B. Bowie and made oath that the promissory note hereto annexed of date Feb'y 1, 1877, for ($24,750.81) twenty-four thousand seven hundred and fifty $\frac{81}{100}$ —, signed Hall & Hume and payable to the order of A. H. Pickrell and Frank Hume and by them endorsed, was received by me before maturity and for value; that I had not received any part of the money intended to be secured by said note or any security or satisfaction therefor, and that the entire face amount of said note and interest thereon at eight per centum per annum is due thereon.

433 WILLIAM B. BOWIE.

Sworn and subscribed before me this 10th day of April, A. D. 1880.

[NOTARIAL SEAL.] HOWARD M. NORRIS,
Notary Public.

Q. What amount is now due on that note?

Col. TOTTEN: Objected to, because Mr. Hine don't know.

Mr. PERRY (to witness): If you do know.

A. All that the face of the paper and the endorsements on the back of it show, so far as I have any information. It is so plain that the note speaks for itself.

Q. Have you or has Mr. Bowie, to your knowledge, any security whatever for this indebtedness?

A. He has none, that I ever heard of, other than the endorsements which appear upon the note itself.

434 Q. Do you represent any other claims against the estate of Thomas L. Hume?

A. I have none excepting the claims of Frank Hume, about which he has testified, unless it be some notes that Bowie has, which are overdue more than three years, of which I am not in possession,

for the reason that they are so long overdue that I have not been able to do anything with them at the present time. Mr. Bowie has them, I suppose; I have seen them.

Q. Do you recollect causing to be made an examination of the land records of the District of Columbia with a view to filing a bill against the real estate standing in the name of the late Thomas L. Hume at the time of his death?

A. About three or four weeks after the death of Thomas L.
435 Hume I caused the land records to be examined for twelve or fifteen years back by Mr. Charles L. Hine, my son, with a view of ascertaining the amount and location of the real estate in his name and what he had done with such of his real estate as had been in his name during twelve or fifteen years.

(Col. TOTTEN: Answer objected to; also the question which produced it.)

Q. As a result of that examination did you ascertain that the marginal value, as commonly called—that is, the equity of redemption—remaining in Mr. Hume was so slight as not to justify the filing of a bill, in your opinion?

Col. TOTTEN: Objected to.

A. I found that his real estate was so much encumbered that I came to the conclusion that there would be very little left after paying those encumbrances. There were two or three pieces—
436 small pieces—of property that the abstract does not show were encumbered.

Q. And the fact is that you did not institute any proceeding?

A. I did not think it justified any effort in the court to subject his real estate to the indebtedness.

Cross-examination by Col. TOTTEN:

Q. You don't know of your own knowledge how much money is due on this note that you have produced?

A. I only know from conversations had with Mr. Thomas L. Hume two or three days before his death, and with Mr. Bowie.

Q. That is all you know about it?

A. And from the arrangement we made at that time for payment of part of the note——

(Col. TOTTEN: I object to Mr. Hine's testimony.)

L. G. HINE.

Subscribed and sworn to before me this 7th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

437 CHARLES L. HINE, being produced as a witness, of lawful age, on behalf of the complainants in the said causes, consolidated, and being first duly sworn, deposes and says as follows:

Direct examination by Mr. PERRY:

Q. You are a law student in the office of your father, L. G. Hine, Esq.?

A. Yes, sir.

Q. State whether or not, at his request, you made an examination of the records in the office of the recorder of deeds for the District of Columbia?

A. I did.

Q. And whether or not you have the notes with you which you took in that examination?

A. No, sir.

Q. With what object did you make that examination?

A. At the request of my father. I didn't know what object he had in view.

438 Q. And what was the scheme and scope of your examination?

A. I was to and did find out all the transactions of Mr. Hume in real estate for the past twelve or fifteen years, I think. I found first the conveyances to him, and then, under those conveyances, I noted all the trusts made by and released to him.

Q. Did you hand that abstract to your father after you had completed it?

A. I did.

Q. Do you recollect whether or not it showed that the real estate of Thomas L. Hume was heavily encumbered?

A. It did.

Q. And in that abstract which you showed and furnished to your father the location and particular description of each piece of property, the cost price, and the encumbrances were given?

A. Yes; but not the total sum of encumbrances. I would
439 note the encumbrances and leave them to my father to add up.

Q. Your abstract showed that did it?

A. Yes, sir.

Q. Can you say whether or not that sum showed any margin remaining in the said Thomas L. Hume or any equity of redemption, as we technically term it?

A. I think there were two or three pieces of property that were not encumbered at all, so far as I found.

Mr. PERRY: Yes; those are the small pieces your father has referred to.

WITNESS: Yes; and then there were a few pieces not encumbered to the full amount of the purchase-money; but I would say that the property was heavily encumbered, taken as a whole.

(Col. TOTTEN: I object to Mr. Hines' testimony, and cross-examination is waived.)

440 CHAS. L. HINE.

Subscribed and sworn to before me this 7th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

Adjourned until Saturday, April 7, 1883, at 2 -c'k p. m.

ALBERT HARPER, *Examiner.*

441 SATURDAY, *April* 7, 1883—2 -c'k p. m.

Met pursuant to agreement.

Present: Messrs. Perry & Fendall, solicitors for Messrs. Perry & Fendall, complainants; James S. Edward, solicitor for Central National Bank; Messrs. Gordon & Totten, solicitors for Annie G. Hume and her children: also the examiner and—

OSCEOLA C. GREEN, who, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says:

Direct examination by Mr. FENDALL:

Q. Please state your name, residence, and occupation.

A. Osceola C. Green; I am a resident of the District of Columbia, and am a real estate and insurance broker.

Q. Are you and have you been agent for the Life Insurance Company of Virginia?

442 A. Since March, 1881. I was joint agent several years previous to that.

Q. Did that company issue a policy of insurance on the life of Thomas L. Hume?

A. It did.

Q. Please state the number, amount, and date of it.

A. The number of the policy is 468, the amount $10,000, and, to the best of my belief, it was dated on the 23d of April, 1872.

Q. Please state where the original policy is.

A. It was sent to and cancelled by the company. The amount was deposited with the clerk of this court in this cause; given to Mr. Meigs, Jr., I think.

Q. Please examine this paper shown to you and marked Exhibit B to the answer of the defendant, Annie G. Hume, in equity cause No. 8012, and state what it is.

A. To the best of my belief, this is a copy of the policy
443 that was issued to Mr. Hume. I recognize the handwriting of the secretary of the company in it.

Q. Please state what moneys, if any, Mr. Hume paid you as premiums on this policy.

A. Mr. Hume never paid me but one premium, on or about the 7th of May, 1881. He paid me a premium amounting to $230.80. The check was for $196.18, and the difference, $33.62, was the dividends due to him.

Q. Please examine this check (Exhibit F. A. S. No. —) and state what you know about it.

A. I recognize the check by my endorsement on it as the check to which I have already referred.

(Cross-examination waived.)

O. C. GREEN.

Subscribed and sworn to before me this 26th day of May, A. D. 1883.

ALBERT HARPER, *Examiner.*

444 ARCHIBALD C. GIBBS, being produced as a witness, of lawful age, for and on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says as follows:

Direct examination by Mr. FENDALL:

Q. Please state your name, occupation, and residence.

A. Archibald C. Gibbs; insurance agent; business place in Washington city, D. C.; residence in Baltimore, Md.

Q. Are you general agent here of the Connecticut Mutual Life Insurance Company?

A. Yes, sir.

Q. How long have you been such agent?

A. Since 1875. I was agent previous to that—that is to say, I was local agent, working under a general agency in Baltimore.

Q. Was the late Thomas L. Hume insured in your company?

445 A. Yes, sir.

Q. Please state the number, date, and amount of the policy.

A. No. 161,925; June 13, 1881, and the amount of $10,000.

Q. How many premiums, if any, did Mr. Hume pay to you on account of that policy?

A. Only one, sir; what we call the first premium.

Q. When was that paid to you, and by whom?

A. The premium on the policy was $350.30; that admitted of a loan or forbearance, as it is termed, which is written in the policy as a forbearance or loan on the policy, of thirty per cent. We took off $105, and the amount of cash actually paid was $245.30, and that was paid on the 24th day of June, 1881, by Thomas L. Hume.

Q. And that was the only premium ever paid?

A. Yes, sir.

446 Q. Please examine this check and tell us what it is.

A. This is the check on which I drew the money, as my endorsement is on the back, and I recognize it as, probably, the check received from Mr. Hume in payment of his first and only premium on that policy. The check is dated June 24, 1881. I drew the money from the Second National Bank on that check, which is as follows:

No. 1202. WASHINGTON, D. C., *June* 24, 1881.

Second National Bank pay to A. C. Gibbs, gen'l agent, or order, two hundred forty-five $\frac{30}{100}$ dollars, $245.30.

Two hundred & forty-five $\frac{30}{100}$ dollars.

THOMAS L. HUME.

[Second National Bank, Washington, D. C., June 24, 1881. Paid.]

(Endorsed:) A. C. Gibbs, gen'l ag't.

(And said check is herewith filed in evidence and marked Exhibit A. C. G. No. 1.)

Q. Where is the original policy?

A. I do not know.

Q. Please examine this paper marked Exhibit A to the
447 defendant's answer in equity cause No. 8011, and state whether or not it is a copy of that policy, as far as you are able to say.

A. This is the usual form of the policies issued by the company, and I should say that purports to be—I should say it was. I believe there is no question as to its being a copy.

A. C. GIBBS.

Subscribed and sworn to before me this 26th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

448 REGINALD FENDALL, being produced as a witness, of lawful age, for and on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says as follows:

My name is Reginald Fendall. I am a member of the bar of the District of Columbia, a resident of Washington city, and one of the administrators of the late Thomas L. Hume's estate.

In January, 1882, Mr. Perry and I, as such administrators, collected from the American Life Insurance & Trust Company of Philadelphia $4,762.54 in payment of the policy for $5,000 issued by that company upon the life of the late Thomas L. Hume. On the 2d of January, 1882, we collected from A. S. Caywood $42.99 in payment of rents which he collected as agent for Mr. Hume. On the
449 10th of February, 1882, we collected from the Second National Bank of this city $148.76, being the balance of Mr. Hume's deposits in that bank. About the same time we collected from the trustees under a deed of trust on some real estate in Maryland $148.16. From the sale of some collaterals held by the Central National Bank of this city as security for the payment of a note of Mr. Hume for $2,400, dated August 24, 1881, at three months, with eight per cent. interest, we collected $624.82, remaining after paying the note and interest. In November, 1882, we collected from the Maryland Mining Company $3.75. On the 17th of March, 1883, from the District of Columbia we collected balance due on the salary of Mr. Hume as police commissioner, $12.50. After Mr. Hume's death Mr. Perry and I proceeded to sell the stock at Tunlaw farm.
450 We were notified by the attorneys of Mrs. Pickrell that she,

as one of the executors of her husband, was in possession of them and claimed to own them. A stipulation was made between Mrs. Pickrell's attorneys and us, whereby we were allowed to proceed with the sale and hold the proceeds subject to the result of certain issues to be sent from the probate court to the circuit court to determine the question of ownership, we as administrators being required to take the affirmative on the question. The net proceeds of the sale of that stock was $3,860.51. These are all the assets that we have collected, and we know of no others except a claim against the District of Columbia for overpaid taxes, amounting to about $120.

In addition to the claims which have been proved against
451 the estate of Mr. Hume Mr. Perry and I, as administrators, were, on the 20th of February, 1882, sued by the United States for $50,000 on a bond on which Mr. Hume was surety. The case is that of the United States of America *vs.* Fendall & Perry, administrators of Hume, at law, No. 23538, and is still pending. We interposed a demurrer to the declaration, which has not yet been decided. I believe, as a matter of fact, that the declaration shows that the suit is on a bond of a Mr. Benjamin, disbursing officer of the War Department, and the amount actually claimed by the Government is between $12,000 and $14,000.

In addition to this claim the following have been presented to us:

Bill of Francis Miller	$93 56
" Willett & Ruoff	9 75
Bill of Wm. S. Mitchell	47 90
452 " Joel Wise	5 00
" W. H. Tenney & Sons	360 86
Bill of "The Daily Critic"	3 80
" C. E. Boileau	13 00
Check to Henry L. Crawford	500 00
Bill of F. L. Moore	21 65
" A. Sacks & Co.	15 50
" Luther Tucker & Son	7 00
" M. J. Adler	11 30
" D. B. Jackson	16 38
Acc't of Sarah E. Rawlins (with int.)	11 50
Bill of Dr. Louis Mackall	162 00
" K. Kneesi	8 00
" George Wise	13 00
" Herman Fetzlaff	26 00
	1,326 20
" B. Robinson & Co.	17 75
" Lanahan & Bronson	1 75
" Wm. S. Teel	89 08
" J. W. Boteler & Bro.	36 04
" Kelley & Chamberlin	27 68
" Rob't H. Graham	50 37
" John F. Ellis & Co.	2 00
	1,550 87

Note to Catharine S. Lyons, dated Dec. 2, '73, int., 10%, paid to Dec. 2, '80	800 00
Check to H. M. Hutchinson (protested)	2,000 00
Note held by Central National Bank	2,400 00
Notice from W. Cranch McIntire, endorser, of being sued on note of	1,000 00

453 1,550 87
360 00 Tenney.

1,190 87

Cross-examination by Col. TOTTEN:

Q. As one of the administrators of the estate of Thomas L. Hume have you been over his books of account with any degree of accuracy?

A. No, sir; we have not.

Q. Have you any means of ascertaining or do you know what were the habits of living of Mr. Hume? I refer now to his family expenses.

A. I only know from general repute.

Q. Personally you know nothing about it?

A. No, sir.

Q. Do you find any personal account in his books which would indicate how much money he spent in the maintenance of his household affairs, &c.?

454 A. Personally I have no knowledge on the subject, not having examined the books. Shortly after Mr. Perry and I were appointed the court authorized us to employ an expert to examine his books and papers, and we did employ a gentleman for that purpose, who examined them, and from time to time he would submit verbal reports to us; and among those reports was one speaking of the account which Mr. Hume kept for supplies for his own household.

Q. Do you know where that account is?

A. The account is in the books of Mr. Hume.

Q. Can you find it?

A. No; I cannot.

Q. Have you the books present to-day?

A. The books are present and at the service of counsel.

455 Q. What is the name of that expert?

A. Mr. Samuel K. Birch. He has been at work on these accounts some three or four months.

Q. Can you assume the responsibility of producing Mr. Birch at the next meeting with the books and have him point out to me that account?

A. I will do so.

Q. Was Mr. Hume extravagant in dress?

A. Not in my judgment.

Q. He never drove carriages about the city?

A. I have seen him driving carriages frequently.

Q. That is, hacks off of the stand?
A. I judged so, from the appearance.
Q. Some man would drive them?
A. I have seen a two-horse carriage that he would drive.

Q. Mr. Hume did not own, so far as you know and believe,
456 horses and carriages?

A. I believe that he owned horses and carriages and a number of cattle.
Q. Those were farm affairs?
A. They were farm affairs; many of them were riding horses and some of them farm horses.
Q. I am speaking of pleasure carriages for the city of Washington.
A. I have seen him drive pleasure carriages in the city of Washington—not very often.
Q. Did he not own any such thing; did he?
A. Not that I know of.
Q. You don't think he did, do you?
A. I have nothing on which to base any knowledge on the subject.
Q. Do you know where Mr. Hume resided?

A. At one time he resided on the north side of E street
457 between 6th and 7th streets with his family; that was some time before his death; he then removed over into Georgetown, I think, on west P street.

Q. Have you possession of his books of account—his accounts, his old checks returned to him by the bank and his stub checks?
A. We have possession of all that we found after our appointment as administrators; whether those which you mention are embraced in them I do not know.
Q. The checks which have been shown to Mr. Gibbs and Mr. Green to-day and the others heretofore produced were checks which you found amongst the papers of the estate, were they?
A. They were.

Redirect by Mr. PERRY:

458 Q. What was the occasion of an expert being employed in this case and the administrators not undertaking to examine the books and papers of the late Mr. Hume?

A. Just after our appointment we went to Mr. Hume's private office over the store to see the condition of the papers, and we found them very numerous and in great confusion, and we concluded that it was more proper to work with an expert, and we reported the fact to the court and the court authorized us to employ an expert.
Q. How much time of the expert has been employed in this work, and has it yet terminated?
A. Between three and four months, and it has not yet terminated.
Q. You have been asked if you know anything about the expen-
sive habits of Mr. Hume, and you have answered that person-
459 ally you did not know, but that you did know what his reputation was in that respect. Will you state what his reputation was?

(Col. TOTTEN: Objected to.)

A. I always understood that he was a most extravagant liver.

Recross by Col. TOTTEN:

Q. What do you mean by an extravagant liver?

A. I mean that he supplied his own household and himself with every comfort that they could enjoy.

Q. The house he lived in on E street was a small, common three-story brick house?

A. The house he lived in on E street is, if my recollection serves me right, wider than the usual width; it must be nearly thirty feet wide, or probably twenty-five feet, with three stories and base-
460 ment and attic and a large back building.

Q. Nothing striking about it in the way of style?

A. Nothing; except it is a very neat press-brick front house.

Q. And the house which he removed to after that is still less extravagant, is it not?

A. It is an old-fashioned house in Georgetown.

Q. Nothing in that house—in the appearance of it—to indicate extravagance?

A. Not extravagance; I should say solid comfort. It is a fine, old, large house.

Q. It is not any too large for the accommodation of a man and his wife and seven children?

A. I should not think it was; I have only been in it once, and that was when we went over to make the appraisement.

Q. Do you know how much the rental value of that house is?

461 A. I do not.

Q. Can you give me an estimate of how much you think that house is worth for renting purposes?

A. I am not much acquainted with the rental value of property in Georgetown, though I should think about $75 per month.

Q. That would be the maximum?

A. That would be about a fair rent, in my judgment.

Q. $60 would be all that could be got for it if rented?

A. Either $60, or might be more than $75. It has a very pretty side lot that I remember.

Q. And front yard?

A. Yes, sir.

(See page 471.)

(Adjourned until Tuesday, 2 -c'k p. m., April 10, '83.

462 TUESDAY, *April* 10, 1883—2 -c'k p. m.

Met pursuant to adjournment.

Present: Messrs. Perry & Fendall, solicitors for Messrs. Perry & Fendall, complainants; James S. Edwards, solicitor for the Central National Bank; Messrs. Gordon & Totten, solicitors for Annie G. Hume and her children; also the examiner and—

WILLIAM A. GORDON, who, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says as follows:

Direct examination by Mr. FENDALL:

I am a member of the bar of the District of Columbia.

Q. Have you in your possession policy No. 161,925, issued by the Connecticut Mutual Life Insurance Company upon the
463 life of the late Thomas L. Hume for the sum of $10,000, dated June 13, 1881, and which is the subject of litigation in No. 8011 of these consolidated causes?

A. I have the original, as counsel for Mrs. Hume.

Q. Please state where you got it.

A. I received it either from Mrs. Hume personally or it was brought to me by Mr. McIntire, the friend of Mrs. Hume, at my request. I sent for it.

Q. Do you know where Mrs. Hume or Mr. McIntire, as the case may be, obtained it?

A. I know nothing about that.

Q. Are you willing to file that original policy in this cause?

A. I am not.

Q. Please state why.

A. The reason is that it was given to me by Mrs. Hume to
464 hold, until the company settled with her or it was decided otherwise, as evidence of her claim against the company.

Q. *As* "Exhibit A" to the answer of the defendant, Annie G. Hume, in cause No. 8011 of these consolidated causes a correct copy of that policy?

A. It is, and was made by me and is in my handwriting.

(Solicitors for complainants here offer said copy in evidence.)

Q. Have you any other policy on the life of Mr. Hume in your possession?

A. I have the policy of the Life Insurance Company of Virginia.

Q. Please give the number, date, amount, and the party to whom it is payable.

A. The policy is No. 468; it is dated on the 23d of April, 1872, and is for the benefit of Thomas L. Hume's wife, Annie
465 Graham Hume, & their issue, and is payable to her and those children.

Q. Are you willing to file that original policy as evidence in these causes?

A. I am not, for the same reason as before stated.

Q. Is "Exhibit B" to the answer of the defendant, Annie G. Hume, in cause No. 8012 of these consolidated causes a correct copy of that original policy?

A. I think that is a correct copy, although that was made by the company and sent to me; I feel confident it is because I compared them.

(Solicitors for complainants here offer said copy in evidence.)

Q. Have you any other original policy in your possession on the life of Thomas L. Hume?

A. I have not, but I did have a policy in the Maryland Life Insurance Company, but I surrendered it when I got the money
466 as receiver, which was done with the children's consent. The copy filed in No. 7906 of these consolidated causes is a correct copy of that policy. That copy was made by me, and I sent it over to Baltimore, probably, at the time of its surrender, and the company certifies to its correctness.

(Solicitors for complainants offers and files here in evidence said copy.)

Q. Did you ever have in your possession any other policy of insurance on the life of Thomas L. Hume?

A. No; I never have.

Q. Do you know where certificates No-. 8828, 8829, 8830, 8831, and 8832, issued by the Hartford Life & Annuity Insurance Company of Hartford, Connecticut, on the life of the late Thomas L. Hume for the benefit of his wife, Annie G. Hume, each for the sum of
467 $1,000, and dated March 28, 1880, are?

A. I do not.

Q. Have you ever seen them?

A. I have not.

Q. Do you know where they are?

A. I understand and have been informed by Mrs. Hume that they are lost. They have never been seen, so far as I know, by anybody.

Q. Where did the papers filed as Exhibits Nos. 1, 2, 3, 4, and 5 to the answer of Mrs. Annie G. Hume in No. 8013 of these causes come from?

A. They came from the Hartford Life & Annuity Insurance Company in response to a letter written on the first of March, 1882, in which I stated that the insurance of $5,000 on the life of Thomas L. Hume, payable to his wife, in that company—that the certificates had been lost, and asked the company to send me copies of
468 the certificates issued to be attached as exhibits to her answer, and in response to that letter those copies came on from the company.

(Solicitors for the complainants here offer and file in evidence said copies.)

Q. Did you ever make an examination of the land records for property in square No. 206 in the name of Thomas L. Hume? And, if so, please state when you made it, for whom, and what was the result of that examination.

A. I made an examination, or report, rather, on the 28th of September, 1881, for Mr. Edward Simms from the 2d of August, 1878, of lots 151 to 163, in subdivision of square No. 206, and found a deed of trust from Thomas L. Hume, recorded in Liber No. 895, folio 52, to secure Henry C. Lee's note, dated the 26th of July, 1878, for
469 $13,000 for three years, with seven per cent. interest, payable semi-annual-.

Q. Does your report show the amount due on that deed of trust?
A. No; it shows nothing except what the records show.
Q. Does it show the value of the property?
A. Nothing at all except what the records show, except that this trust was not released.
Q. Can you give an opinion as to the value of the equity of redemption in that piece of property?
A. No, sir.

WILLIAM A. GORDON.

(Adjourned until Ap'l 11, '83.)

Subscribed and sworn to before me this 20th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

470 April 11, '83.—Further adjourned until—
April 12, '83.—Further adjourned until—

FRIDAY, *April* 13, 1883—1 -c'k p. m.

Met pursuant to adjournment.
Present: Messrs. Perry & Fendall, solicitors for Messrs. Perry & Fendall, complainants; James S. Edwards, solicitor for the Central National Bank; Messrs. Gordon & Totten, solicitors for Annie G. Hume and her children; also the examiner and the expert bookkeeper heretofore mentioned—

SAMUEL K. BIRCHE, who is here produced as a witness at the request of and for examination by Col. Totten, who thereupon, with Mr. Birche, examines certain account books.

Col. TOTTEN: I have no questions to ask Mr. Birche.
Mr. FENDALL: We have none.

Mr. Birche is therefore discharged as a witness, and an adjournment is had until—

471 MONDAY, *April* 16, 1883—2 -c'k p. m.

Met pursuant to adjournment.
Present: Messrs. Perry & Fendall, solicitors for Messrs. Perry & Fendall, complainants; James S. Edwards, solicitor for the Central National Bank; Messrs. Gordon & Totten, solicitors for Annie G. Hume and her children; also the examiner and—

REGINALD FENDALL, who is recalled as a witness on behalf of the complainants in said causes, consolidated, and deposes and says as follows:

Among the papers belonging to Mr. Hume which came into the hands of Mr. Perry and myself as his administrators were two checks. One of them is a check of Mr. Hume, dated October 9th,
1880, for $15, payable to the Hartford Life & Annuity In-
472 surance Company or order, for one year's assessment on cer-

tificates Nos. 8828 to 8832, inclusive, $5,000, with the following endorsement:

Pay First National Bank of Hartford, Conn., or order for deposit.
STEPHEN BALL, *Sec'y.*

Said check is as follows:

Ex. R. F. No. 1. Albert Harper, Examiner.

No. 673. WASHINGTON, D. C., *Oct.* 9, 1880.

Second National Bank pay to Hartford Life & Annuity Insurance Co. or order, for one year's ass'ts on certificates No. 8828 to 8832, inclusive, $5,000, fifteen $\frac{}{100}$ dollars.

$15.00 (fifteen dolls.). THOMAS L. HUME.

Endorsement.

Ex. R. F. No. 1.

Pay to First Nat'l Bank of Hartford, Conn., or order for deposit.
STEPHEN BALL.

Pay Mechanics' Exchange Nat'l Bank, New York, or order for coll. and credit—

C. S. GILLETTE, *Cashier.*

Pay to the order of R. H. B. White, Esq., cash'r Merchants' Ex. Nat'l Bank, N. Y.

A. S. APGAR, *Cashier.*

[Nat'l Metropolitan Bank, Washington, D. C. B. Paid.]

And is herewith filed in evidence and marked Exhibit R. F. No. 1.

The other check is a check of Hall & Hume, with the signature torn off, for $308.86, dated June 7th, 1878, on Lewis Johnson
473 & Co., bankers, and is payable to "Life Insurance Company of Va. or order." This check has several endorsements on it and is as follows:

Ex. R. F. No. 2. Albert Harper, Examiner.

No. 1525. WASHINGTON, D. C., *June* 7, 1878.

Lewis Johnson & Co., bankers, pay to Life Insurance Company of Va. or order three hundred & eight $\frac{80}{100}$ dollars.

$308.80. ——— ———.

Endorsements.

Ex. R. F. No. 2.

Life Ins. Co. of V. J. N. Pegram, sec'y.

Pay J. B. Morton or order for account of Sav. & Ins. Co., New Haven, Conn.

——— ———.

Pay to order of G. H. B. White.

J. B. MORTON.

[Nat'l Metropolitan Bank, Washington, D. C. M. Paid.]
[Internal revenue stamp.]

And the same is herewith filed in evidence and marked Exhibit R. F. No. 2.

On the books of Hall & Hume, under date of June 7th, 1878, I find a charge against Thomas L. Hume as follows: "To L. J. & Co., $230.80." That is on page 735 of the ledger, and on page 45 of the same book I find a charge under date of June 7th, 1878, against T. K. O. Sullivan as follows: "To —— ——, $78."

474 Among Mr. Hume's papers there was a life insurance on Mr. Sullivan's life in the Life Insurance Company of Virginia which he seems to have been carrying to secure the payment of some indebtedness which Mr. Sullivan owed him. These two items, as here charged on the books, make the amount of these checks, and the dates are the same as the checks. The signature on the Hall & Hume check was torn off at the time it came into my office; in other words, the check was in precisely the same condition that it is now. My reasons for saying that it is a check of Hall & Hume is that at that time they kept an account with Lewis Johnson & Co.'s bank, as Mr. Hume's papers show, and Thomas L. Hume at that time did not keep any account at that bank, and
475 the portion of the signature which was not torn off looks like the end of the signature of Hall & Hume on other checks on the same bank made at the same time, and for the additional reason that the entries on the book of Hall & Hume to which I have referred correspond with the check.

Mr. GORDON: I object to all of the latter part of this testimony as to the signature on said check.

Mr. PERRY: Solicitors for Mr. Hume's administrators herewith file in evidence exemplification of their letters of administration, and the same is herewith filed in evidence and marked Exhibit R. F. No. 3.

476 EXHIBIT R. F. No. 3. Albert Harper, Examiner.

DISTRICT OF COLUMBIA, *To wit:*

In the Supreme Court of the District of Columbia, Holding a Special Term for Orphans' Court Business.

The United States of America to all persons to whom these presents shall come, greeting:

Know ye that on the 26th day of November, in the year of our Lord 1881, administration of all the goods, chattels, and credits of Thomas L. Hume, late of the District of Columbia, deceased, was by the supreme court of the District of Columbia aforesaid granted and committed unto R. Ross Perry and Reginald Fendall, the said R. Ross Perry and Reginald Fendall, as administrators of said Thomas

L. Hume, deceased, having first executed a bond to the United States, with two good sureties, approved by the said court, in the penalty of sixteen thousand dollars, conditioned for the faith-
477 ful performance of the trust in them reposed, and having also taken the required oath.

Witness Walter S. Cox, justice, holding the special term of the said supreme court for orphans' court business, this 13th day of April, in the year of our Lord one thousand eight hundred and eighty-three, and of the Independence of the United States the one hundred and seventh.

Test: [L. S.] H. J. RAMSDELL,
Register of Wills for the District of Columbia.

[Endorsed:] Ex. R. F. No. 3. Albert Harper, examiner.

REGINALD FENDALL.

Subscribed and sworn to before me this 18th day of June, A. D. 1883.

ALBERT HARPER, *Examiner.*

478 MONDAY, *April* 16, 1883—11 o'clock a. m.

Met, pursuant to agreement, at No. 319 C street northwest, the residence of Edward Simms, who, being produced as a witness, of lawful age, on behalf of the complainants in said causes, consolidated, and being first duly sworn, deposes and says as follows:

Direct examination by Mr. EDWARDS:

My name is Edward Simms; I am of lawful age, and a resident of this city. I knew the late Thomas L. Hume. In the month of September I purchased from him, for the sum of $19,250 00
13 houses on the south side of T street, bet. 14th and 15th streets northwest, in this city. At the time the property was encumbered for 13,164 70
by deeds of trust, which I paid as part of the con-
479 sideration for the purchase $6,085 30
On his order, to defray certain expenses for painting the houses, as he agreed to do, and to Mr. Francis H. Smith, I retained the sum 300 00

I paid to Mr. Hume in cash $5,785 30

The amount paid to Mr. Smith on Mr. Hume's order was $47.00, and the balance of the $300, being the sum of $253.00, was on account of repairs.

The cash payments to Mr. Hume were by checks, dated as follows:

One, dated September 23, 1881, for 3,500 00
And the other, dated September 29, 1881, for 2,285 30

$5,785 30

I advanced the 3,500 before I received the deed for the property, at the urgent request of Mr. Hume, who stated that he was pressed for money and in need of it. As security for this $3,500 he
480 gave me a note for that amount endorsed by his brother Frank.

Between four and six weeks ago Mr. Frank Hume came to me and said that I had a note endorsed by him, with his signature upon it, and upon his application I returned the note to him and marked it paid.

E'W'D SIMMS.

Subscribed and sworn to before me this 10th day of Sept., A. D. 1883.

ALBERT HARPER, *Examiner.*

481 In the Supreme Court of the District of Columbia, May 14th, 1883.

THE CENTRAL NATIONAL BANK *et al.* v. HUME *et al.* } At Law. No. 7906, No. 8011, No. 8012, No. 8013.

To Messrs. Gordon & Totten, solicitors for Annie G. Hume & her children; B. U. Keyser, receiver, &c.; B. Lewis Blackford, agent for Hartford An. Ins. Co.; Enoch Totten, solicitor for Conn. Mut. L. Ins. Co.; Chas. I. M. Gwinn, solicitor for Md. L. Ins. Co. of Baltimore; H. E. Davis, Esq., solicitor for Va. L. Ins. Co.; C. M. Matthews, sol'r Farmers' & Mech. Nat. B'k of Georgetown.

GENTLEMEN: Please take notice that at the request of Messrs. Perry and Fendall & Edwards, solicitors for complainants in
482 the above cases, I hereby notify you that the testimony-in-chief on behalf of the complainants in said cases is closed.

ALBERT HARPER, *Examiner.*

Service acknowledged May 14, '83.

GORDON & GORDON,
Att'ys for Annie G. Hume.
ENOCH TOTTEN,
For Conn. Mut. L. I. Co.,
Pr. McKENNEY.
C. M. MATTHEWS,
F. & M. Nat. B'k.
H. E. DAVIS,
Sol'r for Life Ins. Co. of Va.
B. LEWIS BLACKFORD,
For Md. Life Ins. Co.
B. U. KEYSER, *Receiver.*

I further certify that the foregoing depositions (containing 363 pages) were written down by me in short-hand, as an exami-
483 ner in chancery, from the statements when and as uttered by said witnesses, and were afterwards transcribed by me into

long hand and then read over, subscribed, and sworn to by said witnesses before me.

I further certify that my fee for taking, certifying, and returning said depositions has been paid to me by the complainants in said causes, consolidated.

I further certify that I am not of counsel nor in anywise interested in said causes.

ALBERT HARPER,
Examiner in Chancery.

484 *Remanding Cause to Examiner Harper. Filed July* 26, 1883. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

CENTRAL NATIONAL BANK *vs.* ANNIE G. HUME *et al.*

& 3 Other Causes Consolidated.

These causes having been referred to this court by the examiner, Albert Harper, on the request of counsel for the complainants, in order that the competency of a certain question put to a witness by the defendants' counsel should be by this court determined before the answer should be written down, notwithstanding that the said witness was willing to answer said question, and the said subject having been argued by counsel, it is, this 26th day of July, 1883, ordered that said consolidated causes be, and they hereby are, returned to said examiner with directions to proceed in accord-
485 ance with rule 64 (equity), and he shall take down the examination of witnesses in writing and without delay, and if objections to questions shall be made they shall be noted, but the examination shall proceed notwithstanding, and the objections shall be sent in with the deposition- and as a part of them, as said rule directs.

CHAS. P. JAMES, *Justice, &c.*

486 *Depositions Behalf Defendant. Filed Dec.* 13, 1883. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

CENTRAL NAT'L BANK OF WASHINGTON D. C., *et al.* *vs.* ANNIE G. HUME *et al.* } Equity No. 7906, No. 8011, No. 8012, No. 8013.

Be it remembered that, pursuant to the notice hereto annexed, at an examination of witnesses, begun and held on the 6th day of July, A. D. 1883, and, by adjournments, at other times, personally appeared before me, Albert Harper, an examiner in chancery of said court, the within named—

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John S. Swormstedt	661			

Who, being produced as witness, of lawful age, for and on
487 behalf of the defendants, and being first duly sworn and cautioned to tell the truth, the whole truth, and nothing but the truth touching the matters at issue in the above-entitled causes (consolidated), did depose and say as follows:

In the Supreme Court of the District of Columbia.

CENTRAL NATIONAL BANK OF WASHINGTON, D. C.,	Equity No.	7906.
	"	8011.
vs.	"	8012.
ANNIE G. HUME *et al.*	"	8013.

To Messrs. Perry, Fendall, & Edwards and others, solicitors for complainants.

GENTLEMEN: Please take notice that at the request of Messrs. Gordon & Gordon and Enoch Totten, Esq., solicitors for the defendants, Annie G. Hume and Mary E. Pickrell, I hereby appoint
488 next Friday, July 6th, 1883, at 1 o'clock p. m of that day, *and* the law office of the said Gordon & Gordon, No. 322 Four-and-a-half street northwest, in the city of Washington, D. C., as the time and place and where testimony in behalf of the defendants, Annie G. Hume and Mary E. Pickrell, will be taken in the above-entitled causes (consolidated) by and before me—

ALBERT HARPER, *Examiner.*

Service acknowledged this third day of July, A. D. 1883.

EDWARDS & BARNARD.

July 7, '83.

R. K. ELLIOT, *For Keyser.*

489 FRIDAY, *July 6th*, 1883—1 o'clock p. m.

Met pursuant to the foregoing notice.

Present: Messrs. J. Holdsworth Gordon and Enoch Totten, solicitors for the defendants; also Messrs. Perry & Fendall, of solicitors for the complainants; also the examiner and—

WILLIAM CRANCH MCINTIRE, who, being produced as a witness, of lawful age, for and on behalf of the defendants and being first duly sworn, deposes and says:

Direct examination by Col. TOTTEN:

Q. What is your business?

A. I am a patent attorney and mechanical expert.

Q. Where are you engaged in business?
A. In Washington city, D. C., No. 614 F street N. W.
Q. How long have you resided in Washington city?
A. All my life, with the exception of four or five years.
490 Q. Were you acquainted with the late Thomas L. Hume?
A. I knew him intimately, well.
Q. For how long a period?
A. I knew him for about ten years before his death.
Q. Had you any acquaintance with or did you know the other members of his immediate family?
A. I knew them all intimately, well, for a good number of years.
Q. Did you know the late Adolphus H. Pickrell?
A. I did.
Q. How long did you know him before his death?
A. I had known him for a good number of years. I don't recollect how long before his death.
Q. Did you know his family?
A. All of them intimately.
Q. How many children did Mr. Pickrell have?
A. He had only one.
491 Q. And that was the defendant, Mrs. Annie G. Hume?
A. Yes, sir.
Q. Where does Mrs. Pickrell now reside?
A. In Georgetown, in the old homestead. She is living with her daughter, Mrs. Hume, or rather her daughter is living with her.
Q. What old homestead do you refer to?
A. The old homestead of Mr. Pickrell, in Georgetown, on what was called First street, but is now called P street.
Q. Is it the Pickrell homestead you mean?
A. Yes.
Q. How long has the Pickrell family occupied that house?
A. Ever since I have known them; for a long time, as I understand from them.
Q. Do you remember the date of Mr. Pickrell's death, or about the time?
A. I do; some time about the 1st or 2nd of May, about four
492 years ago.
(Mr. PERRY: 1879?
WITNESS: Yes, 1879; very close to the first of May.)
Q. Do you know anything about the estate which he left?
A. I am not intimately acquainted with the affairs of that estate, but I know that he left an estate and always had the reputation before he died of being a man of means.
Q. He left this homestead property in Georgetown that you have referred to?
A. Yes; and this farm in the country.
Q. How much was that worth at the time of his death?
A. I do not know the value; I should suppose—I am not in the real estate business and not apt at the valuation of real estate. I should think that place was worth $8,000 or $9,000.

493 (Mr. PERRY: Answer objected to as incompetant.)

Q. What sort of a house did they live in?

A. A three-story brick house with back buildings.

Q. That property belongs to Mrs. Pickrell in her own right, does it not?

A. I think it does; I do not know of my own knowledge; I heard her say that it was left in trust for her.

(Mr. FENDALL: Answer objected to as incompetent.)

Q. Where was the farm?

A. It is called the "Tunlaw farm," a little north of Washington, about two and a half miles; above Georgetown.

Q. Do you know who owns that now?

A. The farm belonged to the estate, I think, sir.

(Mr. PERRY: Answer objected to as incompetant.)

Q. Do you know anything about the value of it?

494 A. I do not know what it is worth; I can say that it is a very handsome farm with about 148 acres in it.

Q. Did he leave any other real estate that you know of?

A. He left some in Georgetown and some lots on Massachusetts Ave., wharf property in Georgetown, and a little house on 9th street.

Q. Have you any idea of what this property you have just mentioned was worth collectively?

A. I have not. The lot on Massachusetts avenue, being a deep lot, was worth, I should think, about $1.50 per foot; what the area of it is I do not know.

Q. Do you know anything about the personal property which Mr. Pickrell left?

A. I only know from what I heard Mrs. Pickrell state and what I have seen in the inventory of the estate—said to be some $20,000 at that time.

(Mr. FENDALL: Answer objected to as incompetant.)

495 WITNESS (continuing): I cannot say what amount; I know Mr. Pickrell had some stock in the Potomac Insurance Co., and also the Georgetown Gas Co., as he had to go there to collect the dividend, and I remember once I went there with Mr. Hume to collect dividends. He had some stock in the Farmers' and Mechanics' Bank also.

Q. Do you know anything about the relation between Mrs. Pickrell and Mr. Hume's family since the death of Mr. Pickrell?

A. I think I do; I have been very intimate with them; I have spent a great deal of time with them since Mr. Hume's death.

Q. Were you intimate prior to Mr. Pickrell's death?

A. Yes.

Q. Did Mr. Pickrell and his wife live with Mr. Hume and his family?

A. Mr. Hume and his family lived with them in the sum-

496 mer time on the farm and in the winter lived separately.

Q. And Mr. Hume stayed on the farm?

A. No, sir; they moved back to Georgetown a short time before Mr. Pickrell's death. The last time they were in the country Mr. Hume moved back to Georgetown and they lived together. Mrs. Pickrell was living there when Mr. Hume died.

Q. How have the families resided — the death of Mr. Pickrell?

A. They have lived together, in the same house.

Q. They live in Mrs. Pickrell's house, do they?

A. Yes.

Q. After the death of Mr. Pickrell who took charge of the property and estate of Mr. Pickrell; do you know?

A. Mr. Hume seemed to have sole charge of it. Mr. Hume and Mrs. Pickrell were the executors of the estate, but Mr. Hume seemed to have exclusive control. I know Mr-. Pickrell did not seem
497 to know anything about it and left it to Mr. Hume.

(Mr. PERRY: Answer objected to as incompetant.)

Q. Do you know anything about that subject personally without regard to what Mrs. Hume or anybody else told you?

WITNESS: In what respect?

Col. TOTTEN: As to whether Mr. Hume had the custody of this estate or not.

A. I know that Mr. Hume used to manage it almost exclusively. I know that fact as a fact.

Q. How about the "Tunlaw farm;" was that occupied by Mrs. Pickrell after the death of her husband?

A. Only in connection with Mr. Hume; Mr. Hume seemed to be the head of the establishment there.

Q. Did they live there all the time or only in the summer?

A. Only in the summer after the death of Mr. Pickrell.

498 Q. Where did they live in the winter season?

A. In Georgetown; in Mrs. Pickrell's house.

Q. Can you state what the habits of that family were—I mean the family of Mr. Hume? I want to know whether they were on an extravagant scale or moderate scale, or whether they were moderate in their expenses, if you know.

A. I only know from my personal contact with them. I know there was nothing elaborate about Mr. Hume's house. He had a good many friends about him. In his personal habits he did not seem to be extravagant. He did not wear any elaborate apparal. He did not seem to be fond of extravagance only in the entertainment of his friends. He had no fast horses and drove none himself. He kept no carriage, except the farm carriage. Mrs. Pickrell had a carriage and horse.

499 Q. That was an old-fashioned country carriage, was it not?

A. No; the carriage was used in town before her husband's death. She had a pair of horses and a carriage, and after Mr. Pickrell's death Mr. Hume continued to use them, first on the farm as working horses.

Q. Was Mr. Hume regarded in the community as an active business man?

A. Yes, undoubtedly; I knew him a great many years and considered him an active business man.

Q. Very active?

A. Yes.

Q. At his business late and early?

A. Yes.

Q. Can you describe Mrs. Pickrell in the light of a business woman or not?

(Mr. PERRY: Question objected to as irrelevant.)

A. I should say that she was essentially not a business woman she has not the slightest idea or conception of business.

500 Q. Do you know how old she is?

A. I should think that Mrs. Pickrell was a lady probably close to 55 years of age.

Q. Have you in your custody any papers relating to the business of Mr. Pickrell in connection with the Farmers' and Mechanics' National Bank of Georgetown?

A. I have some checks on that bank drawn against the account of A. H. Pickrell.

Q. Will you produce them?

A. Here they are. I also have a bank book of Mr. Pickrell's that was continued after his death.

(Witness here produces said checks and bank book.)

Q. Will you look at those checks which you have produced; how many checks have you there?

A. I will count them and see how many there are.

Q. Let us have those four first checks that you have taken in your hand now.

A. Certainly (witness hands counsel said checks).

501 Q. By whom are they signed?

A. They are signed by Mary E. Pickrell and Thomas L. Hume, executrix and executor, I presume, of A. H. Pickrell. It don't say for whom, but they are signed as executrix and executor.

(Col. TOTTEN: I now offer in evidence check dated May 17, 1879, drawn on the Farmers' and Mechanics' National Bank of Georgetown by Mary E. Pickrell and Thomas L. Hume, executrix & executor of A. H. P., for $1,020.66, to the order of T. L. Hume or bearer and endorsed Thomas L. Hume.)

Q. Will you look at that check and state whether it is the signature of Thomas L. Hume?

A. I believe that is Mr. Hume's signature.

Q. Is that the signature of Mrs. Pickrell?

A. I believe not.

Q. Do you know her signature?

A. I know her signature tolerably well.

502 Q. Do you know his signature?

A. I know his signature very well.

Q. There are three other checks there, which I now offer in evidence (and which I will have the examiner copy into this deposition). Do you know those signatures?

A. Yes, sir; I think I know those signatures to be the signatures of Mary E. Pickrell and Thomas L. Hume.

(Mr. PERRY: To the introduction of these checks we object as being irrelevant so far as at present appears.)

By agreement of counsel copies of said checks are herewith filed in evidence and incorporated in this deposition, with the understanding that the originals thereof (which are marked for identification Exhibit- W. C. McI. Nos. 1, 2, 3, and 4) will be produced at the hearing of these causes, if desired, or upon the proper request of counsel, and the said checks are as follows:

503 EXHIBIT W. C. McI. No. 1.

No. —. GEORGETOWN, D. C., *May* 17, 1879.

The Farmers' & Mechanics' National Bank pay to T. L. Hume or bearer one thousand and twenty .66 dollars.

$1,020.66. MARY E. PICKRELL,
THOMAS L. HUME,
Executrix & Executor of A. H. P.

[Revenue stamp.]

Endorsed: Thomas L. Hume.

EXHIBIT W. C. McI. No. 2.

No. —. GEORGETOWN, D. C., *May* 16, 1879.

The Farmers' & Mechanics' National Bank pay to R. F. Harvey or order two hundred & eighty-nine dollars.

$289.00. MARY E. PICKRELL,
THOMAS L. HUME,
Executrix & Executor.

[Revenue stamp.]

(Endorsed:) R. F. Harvey, Dickins, Thomas L. Hume.

EXHIBIT W. C. McI. No. 3.

GEORGETOWN, D. C., *May* 14, 1879.

Farmers' & Mechanics' National Bank pay to the order of
504 Thomas L. Hume one thousand dollars and charge—

$1,000. MARY E. PICKRELL,
THOMAS L. HUME,
Executrix & Executor.

[Revenue stamp.]

(Endorsed:) Thomas L. Hume, Hall & Hume. Lewis Johnson & Co., bankers. May 15, 1879, Washington, D. C.

EXHIBIT W. C. McI. No. 4.

No. 4. GEORGETOWN, D. C., *May* 24, 1879.

Farmers' & Mechanics' National Bank pay to T. L. Hume or order (for Oak Hill cemetery, 20.50; D. A. Stewart, shaving, 5.00; Nat. Rep. paper, .50; appraisers, 12.00; servants, 31.00) sixty-nine dollars.

$69.00. MARY E. PICKRELL,
THOMAS L. HUME,
Executrix & Executor.

[Revenue stamp.]

(Endorsed:) Thomas L. Hume, Hume, Cleary & Co. Pay to Wm. Laird, Jr., Esq., cashier, or order, for collection. C. A. James, cashier.

505 Q. I now show you check, dated July 5, 1879, payable to T. L. Hume or bearer, signed by Mary E. Pickrell and Thomas L. Hume as executrix and executor of A. H. P., for six hundred dollars, and endorsed by Thomas L. Hume and Hall & Hume, on the Farmers' & Mechanics' National Bank of Georgetown, D. C. I wish you would look at that check and state whether the signatures to that check are genuine.

A. I am sure that of Thomas L. Hume is; I am not certain about the other. I should think it was not genuine.

Q. Look at the endorsements. In whose handwriting are they?

A. The endorsements are in the handwriting of Thomas L. Hume.

Q. I now hand you another check, signed in the same way, to the order of the same person, and on the same bank, for $500, and endorsed. Look at the signatures and endorsements on that check and state in whose handwriting they are. It bears date of

506 July 11, 1879.

A. I make the same criticism on that check.

Q. I now show you another check, dated July 14, 1879, for $300, signed the same way and endorsed in the same manner; what have you to say as to those signatures?

A. I make the same criticism.

Q. I show you another check, dated July 24, 1879, for $100, drawn in the same way; what do you say about that, both as to signatures and endorsements?

A. I make the same criticism on that.

Q. I now hand you another one, payable to T. L. Hume or order, drawn in the same manner, for $150, dated July 30, 1879, and endorsed in the same way; what have you to say about those signatures and endorsements?

A. The same as I have said about the others.

507 Q. I show you another check, dated August 23, 1879, for $160, payable to sundry bills or bearer, drawn in the same manner and in the same manner endorsed; what do you say about the signatures and endorsements on that?

A. The same criticism.

Q. I hand you another check, dated January 16, 1880, for $92, signed in the same manner, payable to sundry bills or bearer, and endorsed Thomas L. Hume and H. C. Swaine; what do you say about those signatures and endorsements?

A. I make the same criticism as to the signatures of the makers.

Q. Look at the endorsements.

A. The endorsement of Thomas L. Hume is in his handwriting, and the other I am quite familiar with as that of H. C. Swaine, cashier of the Second National Bank.

Q. I hand you another check, dated Jan'y 14, 1880, for $300,
508 signed in the same way and endorsed in the same manner as the last one—by Thos. L. Hume, H. C. Swaine; what have you to say as to that?

A. I make the same criticism as to the signatures on the body of that check and as to the endorsements on the back of it—of Thos. L. Hume and H. C. Swain.

Q. I show you check dated July 2nd, 1880, signed in the same manner and endorsed in the same manner, for $392; what have you to say as to that?

A. I make the same criticism throughout.

Q. I show you check dated July 1st, 1881, payable to the order of T. L. Hume, signed Mary E. Pickrell and Thomas L. Hume, executrix & executor, for $392, and endorsed Thomas L. Hume and H. C. Swaine; what have you to say as to that?

A. I make the same criticism as to that.

509 Q. I show you check dated January 3d, 1881, for $392, marked below, "For Jan., '81, dividend," signed Thomas L. Hume and Mary E. Pickrell, executor & executrix, and endorsed Thomas L. Hume and H. C. Swaine; what have you to say to that?

A. I make the same criticism as to that, both as to signatures and all.

Q. Will you state definately what you say about the signature of Mary E. Pickrell—whether written by her in fact or not?

A. I feel quite certain that it was not written by her, but I cannot say that it was not written by her with any degree of certainty.

Q. Do those checks bear the marks of having been paid?

A. Yes; I think they all bear the marks of having been paid—by the signature of H C. Swaine, cashier of the 2nd National Bank.

Q. You identify his signature where it appears on those
510 various checks and wherever it appears?

A. Yes.

Col. TOTTEN: I now offer in evidence said checks.

Mr. PERRY: To the introduction of which we object as being irrelevant, so far as at present appears.

By agreement of counsel copies of said checks are herewith filed in evidence and incorporated in this deposition with the understanding that the original- thereof (which are marked for identification Exhibit W. C. McI. Nos. 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15) will be

produced at the hearing of these causes, if desired, or upon the proper request of counsel, and the said checks are as follows:

511 EXHIBIT W. C. McI. No 5.

No. 9. GEORGETOWN, D. C., *July* 5, 1879.

The Farmers' & Mechanics' National Bank pay to T. L. Hume or bearer six hundred dollars.

$600. MARY E. PICKRELL,
THOMAS L. HUME,
Executrix & Executor of A. H. P.

[Revenue stamp.]

Endorsed: Thomas L. Hume, Hall & Hume. Lewis Johnson & Co., bankers. July 5, 1879, Washington, D. C.

EXHIBIT W. C. McI. No. 6.

No. 11. GEORGETOWN, D. C., *July 11th*, 1879.

The Farmers' & Mechanics' National Bank pay to T. L. Hume or order five hundred dollars.

$500. MARY E. PICKRELL,
THOMAS L. HUME,
Executrix & Executor.

[Revenue stamp.]

Endorsed: Thomas L. Hume, Hall & Hume. Lewis Johnson & Co., bankers. July 11, 1879, Washington, D. C.

512 EXHIBIT W. C. McI. No. 7.

No. 12. GEORGETOWN, D. C., *July* 14, 1879.

The Farmers' & Mechanics' National Bank pay to sundry bills or bearer three hundred dollars.

$300. MARY E. PICKRELL,
THOMAS L. HUME,
Executrix & Executor.

[Revenue stamp.]

Endorsed: Thomas L. Hume, Hall & Hume. Lewis Johnson & Co., bankers. July 15, 1879, Washington, D. C.

EXHIBIT W. C. McI. No. 8.

No. 15. GEORGETOWN, D. C., *July* 24, 1879.

The Farmers' & Mechanics' National Bank pay to T. L. Hume or order one hundred dollars.

$100. MARY E. PICKRELL,
THOMAS L. HUME,
Executrix & Executor.

[Revenue stamp.]

Endorsed: Thomas L. Hume, Hall & Hume. Lewis Johnson & Co., bankers. July 24, 1879, Washington, D. C.

513 EXHIBIT W. C. McI. No. 9.

No. 16. GEORGETOWN, D. C., *July* 30, 1879.

The Farmers' & Mechanics' National Bank pay to T. L. Hume or order one hundred & fifty dollars.

$150. MARY E. PICKRELL,
THOMAS L. HUME,
Executrix & Executor.

[Revenue stamp.]

Endorsed: Thomas L. Hume, Hall & Hume. Lewis Johnson & Co., bankers. July 30, 1879. Paid. Washington, D. C.

EXHIBIT W. C. McI. No. 10.

No. 18. GEORGETOWN, D. C., *Aug.* 23, 1879.

The Farmers' & Mechanics' National Bank pay to sundry bills or bearer one hundred & sixty dollars.

$160. MARY E. PICKRELL,
THOMAS L. HUME,
Executrix & Executor of A. H. P

[Revenue stamp.]

Endorsed: Thomas L. Hume, Hall & Hume. Lewis Johnson & Co. Aug. 23, 1879. Paid. Washington, D. C.

514 EXHIBIT W. C. McI. No. 11.

No. 20. GEORGETOWN, D. C., *Jan.* 16, 1880.

The Farmers' & Mechanics' National Bank pay to sundry bills or bearer nintety-two dollars.

$92. MARY E. PICKRELL,
THOMAS L. HUME,
Executors of A. H. P.

[Revenue stamp.]

Endorsed: Thomas L. Hume, H. C. Swaine.

EXHIBIT W. C. McI. No. 12.

No. 19. GEORGETOWN, D. C., *Jan.* 14, 1880.

The Farmers' & Mechanics' National Bank pay to T. L. Hume or order three hundred dollars.

$300. MARY E. PICKRELL,
THOMAS L. HUME, *Executors.*

[Revenue stamp.]

Endorsed: Thomas L. Hume, H. C. Swaine.

EXHIBIT W. C. McI. No. 13.

No. 21. GEORGETOWN, D. C., *July* 2, 1880.

The Farmers' & Mechanics' National Bank pay to Thos. L. Hume or bearer three hundred & ninety-two dollars.

$392. MARY E. PICKRELL,
THOMAS L. HUME,
Executrix & Executor.

[Revenue stamp.]

Endorsed: Thomas L. Hume, H. C. Swaine.

515 EXHIBIT W. C. McI. No. 14.

No. —. GEORGETOWN, D. C., *July 1st*, 1881.

The Farmers' & Mechanics' National Bank pay to T. L. Hume or bearer three hundred & ninety-two dollars.

$392. MARY E. PICKRELL,
THOMAS L. HUME,
Executrix & Executor.

[Revenue stamp.]

Endorsed: Thomas L. Hume, H. C. Swaine.

EXHIBIT W. C. McI. No. 15.

No. —. GEORGETOWN, D. C., *Jan. 3rd*, 1881.

The Farmers' & Mechanics' National Bank pay to T. L. Hume or order three hundred & ninety-two dollars, for Jan., '81, dividend.

$392. THOMAS L. HUME,
MARY E. PICKRELL,
Executor & Executrix.

[Revenue stamp.]

Endorsed: Thomas L. Hume, H. C. Swaine.

Col. TOTTEN: I want to offer in evidence the bank book of A. H. Pickrell's estate of the Farmers' & Mechanics' Bank of Georgetown from the time the estate settled up, just after his death, to the end, beginning at entry dated May 14, 1879, to the end.

Mr. PERRY: We object to it as irrelevant.

516 Col. TOTTEN: You don't want anybody from the bank to testify that it is the bank book of the Pickrell estate with that bank?

Mr. PERRY: No.

Solicitors for the complainants admit that this is the bank book of the Pickrell estate with the Farmers' & Mechanics' National Bank from the time of his death down to the time that it purports to stop.

By agreement of counsel copy of said entries in said bank book are here filed in evidence and incorporated in this deposition, with

the understanding that the bank book itself (which is marked for identification Exhibit W. C. McI. No. 16) will be produced at the hearing of these causes, if desired, or upon proper request of counsel, and the said entries are as follows:

517 EXHIBIT W. C. McI. No. 16.

1879.				1879.			
May 14.	To balance c'ks held	$2,610	75	May 14.	By check	$1,000	
23.	dept.	41	67	16.	" c'k	289	
June 14.	dept.	41	67	17.	" c'k	1,020	66
July 1.	Dividend	392		24.	" c'k	69	
5.	dept.	277		June 3.	" c'k	56	
10.	dept.	179	19	6.	" c'k	145	
11.	dept.	500		28.	" c'k	25	
2.	T. L. Hume	816	53	28.	" c'k	13	20
				July 5.	" c'k	600	
		$4,858	81			$3,217	86
	Amount brought for'd					3,217	86
	To sum for'd	4,858	81				
				July 8.	By check	30	75
				11.	" c'k	500	
				14.	" c'k	300	
				14.	" c'k	250	
				11.	" c'k	150	
				24.	" c'k	100	
	To sum for'd	4,858	81	30.	By check	150	
				Aug. 19.	" c'k	5	25
					Balance	154	95
		4,858	81			4,858	81

518

1879.				1879.			
Aug. 20.	To balance c'ks de'd	154	95	Aug. 23.	By check	160	
1880.				1880.			
Jan'y 2.	Dividend	392		Jan'y 14.	" c'k	300	
July 1.	"	392		16.	" "	92	
1881.							
Jan'y 3.	"	392		July 2.	" "	392	
				1881.			
July 1.	"	392		Jan'y 3.	" "	392	
1882.							
Jan'y 11.	"	392		July 1.	" "	392	
				1882.			
				Jan'y 11.	" balance	386	95
		$2,114	95			$2,114	94
1882.							
Jan'y 11.	To balance c'ks de'd	386	95				

519 Q. Do you know anything about property of Mrs. Pickrell which is located in the city of Norfolk, Va.?

A. Yes; I know something about it. I had some correspondence with her tenant and a personal interview with him, and discussed the matter with Mrs. Pickrell quite frequently. I know she has some life estate in some property in Norfolk, from which she derived an income.

(Mr. PERRY: Objected to as incompetant.)

Q. Have you any checks in your possession relating to that property?

A. I have.

Q. Will you produce them?

A. I will.

(Witness produces checks.)

Q. Have you any personal knowledge as to what dispositions were made of the funds which were realized in behalf of Mrs. Pickrell from that property?

A. I know personally that the checks for the rent were sent to Mr. Hume and that he applied them to his account.

520 Q. How do you know that?

A. From the checks which I had in my possession and from conversations that I had with Mrs. Pickrell on the subject.

(Mr. PERRY: Same objection.)

Q. Did you ever have any conversation with Mr. Hume about it?

A. I do not recollect any conversation with him on the subject.

Q. I now show you bank check by S. J. Thomas & Co., payable to the order of Mary E. Pickrell, executrix, & Thos. L. Hume, executor, dated Oct'r 17th, 1879, at Norfolk, Va., for $465.39; please look at the endorsements on the back of that check and see what you have to say about them; what are the endorsements?

A. Mary E. Pickrell, Thomas L. Hume, executors; Hume, Cleary & Co., and Hall & Hume. Pay George M. Bain, Jr., cashier, or order for collection. C. A. James, cashier.

Q. In whose handwriting are those endorsements?

521 A. The first one, that of Mary E. Pickrell, I do not recognize at all.

Q. Do you say that is her signature?

A. I do not recognize that. The endorsements of Thomas L. Hume, Hume, Cleary & Co., and Hall & Hume all appear to be in the handwriting of Thomas L. Hume.

Q. I show you another check of the same kind, dated July 6, 1880, for $449, to the order of the same persons, and apparently endorsed in the same way; will you look at the handwriting of those endorsements?

A. The endorsement of Mary E. Pickrell I do not think is in her handwriting. The endorsements of Thomas L. Hume, executor, and Thomas L. Hume are in his handwriting.

Q. Here is another check of the same kind endorsed in the same way and payable to the same persons; please state in whose handwriting the endorsements on that check are.

522 A. The endorsements of Thomas L. Hume are in his handwriting. The endorsement of Mary E. Pickrell I do not think is in her handwriting. The check is dated October 6, 1880, and is for $500.

Q. I show you another check, dated Jan'y 8, 1881, for $500, to the order of the same persons, and endorsed Thomas L. Hume, Mary E.

Pickrell, executor & executrix. What do you say as to the endorsement- on that check?

A. I make the same criticism as to that. Mr. Hume's endorsements are in his handwriting. I could not say as to that of Mrs. Pickrell. The signature of M. G. Emery on this check, as well as on the other checks, I recognize as the signature of M. G. Emery, president of the Second National Bank.

Q. I hand you another check, dated April 6, 1881, for $500, on the same bank, payable to the same parties, and endorsed in the
523 same way. Please state as to the endorsements on that check.

A. I make the same criticism as to that.

Q. I show you another check on the same bank, dated July 8, 1881, for $442, payable to the same parties and endorsed in the same way. Please state as to the endorsements on that check.

A. I make the same criticism as to that.

Q. Are there any marks on those checks to indicate their payment?

A. Yes; apparently they have all been paid.

Q. Are they punched and stamped?

A. Yes; they are punched and stamped.

Mr. TOTTEN: I offer those checks here in evidence.

Mr. PERRY: We also object to the introduction of those checks in evidence as being incompetant and irrelevant.

By agreement of counsel copies of said checks are herewith filed in evidence and incorporated in this depostion, with the understanding that the originals thereof (which are — for identification Exhibit-
W. C. McI. Nos. 17, 18, 19, 20, 21, and 22) will be produced
524 at the hearing of these causes, if desired, or upon the proper request of counsel, and the said checks are as follows:

EXHIBIT W. C. McI. No. 17.

No. 3836. NORFOLK, VA., *Oct'r 17th*, 1879.

The Exchange National Bank pay to the order of Mary E. Pickrell, executrix, & Thos. L. Hume, executor, four hundred sixty-five and $\frac{39}{100}$ dollars.

$465.39. S. J. THOMAS & CO.

S. J. THOMAS & CO.,
154 *Main Street, Norfolk, Va.*

Endorsed: Mary E. Pickrell, Thomas L. Hume, executors; Hume, Cleary & Co., Hall & Hume. Pay Geo. M. Bain, Jr., Esq., cashier, or order for collection. C. A. James, cashier.

EXHIBIT W. C. McI. No. 18.

No. 4113. NORFOLK, VA., *July 6th*, 1880.

The Exchange National Bank pay to the order of Mary E. Pickrell, adm'x, and Thos. L. Hume, adm'r, four hundred forty-nine and no 100 dollars.

$449.00. S. J. THOMAS & CO.

S. J. THOMAS & CO.,
154 *Main Street, Norfolk, Va.*

525 Endorsed: Mary E. Pickrell, executrix; Thomas L. Hume, executor; Thomas L. Hume. Pay Geo. M. Bain, Jr., cash., or order for collection for account of Second National Bank, Washington, D. C. M. G. Emery, pres't.

EXHIBIT W. C. McI. No. 19.

No. 60. NORFOLK, VA., *Oct. 6th*, 1880.

The Exchange National Bank pay to the order of Thomas L. Hume, adm'r, and Mary E. Pickrell, adm'x, of E. H. Pickrell, dec'd, five hundred and no 100 dollars.

$500.00. S. J. THOMAS & CO.

S. J. THOMAS & CO.,
154 *Main St., Norfolk, Va.*

Endorsed: Mary E. Pickrell, Thos. L. Hume, executors of A. H. P., Thomas L. Hume. Pay C. W. R. Quarles, cash., or order for collection for account of Second National Bank, Washington, D. C. H. C. Swaine, cashier. Pay G. M. Bain, Esq., cash'r, or order for acc't of Planters' Nat'l Bank, Richmond, Va. W. R. Quarles, cashier.

526 EXHIBIT W. C. McI. No. 20.

$500.00. NATIONAL EXCHANGE BANK OF NORFOLK, VA., *January* 18, 1881.

Pay to Thos. L. Hume, adm'r, and Mary E. Pickrell, adm'x, of E. H. Pickrell, dec'd, or order five hundred dollars.

209. S. J. THOMAS & CO.

S. J. THOMAS,
Norfolk, Va.

Endorsed: Thomas L. Hume, Mary E. Pickrell, executor & executrix, Thomas L. Hume. Pay W. R. Quarles, cash'r, or order for collection for account of Second National Bank, Washington, D. C. M. G. Emery, pres't. Pay G. M. Bain, Jr., cash'r, or order for acc't of Planters' Nat'l Bank, Richmond, Va. W. R. Quarles, cashier.

EXHIBIT W. C. McI. No. 21.

$500. NATIONAL EXCHANGE BANK OF NORFOLK, VA., *April 3th*, 1881.

Pay to Thos. L. Hume, adm'r, & Mary E. Pickrell, adm'x, of E. Pickrell, dec'd, or order five hundred dollars.

#316. S. J. THOMAS & CO.

S. J. THOMAS & CO,
Norfolk, Va.

527 Endorsed: Thomas L. Hume, Mary E. Pickrell, executors, Thomas L. Hume. Pay W. R. Quarles, cash'r, or order for collection for account of Second National Bank, Washington, D. C. M. G. Emery, pres't. Pay G. M. Bain, Jr., cash'r, or order for acc't of Planters' Nat'l Bank, Richmond, Va. W. R. Quarles, cashier.

EXHIBIT W. C. McI. No. 22.

$442.00. NATIONAL EXCHANGE BANK OF NORFOLK, VA., *July 8th*, 1881.

Pay to Thos. L. Hume, adm'r, and Mary E. Pickrell, adm'x, of E. Pickrell, dec'd, or order four hundred forty-two and no 100 dollars.

No. 474. S. J. THOMAS & CO.

S. J. THOMAS & CO.
Norfolk, Va.

Endorsed: Thomas L. Hume, Mary E. Pickrell, administrators A. H. P., Thomas L. Hume. Pay M. S. Quarles, cash'r, or order for collection for account of Second National Bank, Washington, D. C. M. G. Emery, pres't. Credit. Planters' Nat'l Bank, Richmond, Va. Mann S. Quarles, cashier.

528 Q. Is there any doubt in your mind that Mrs. Pickrell did not write any one of those endorsements?

A. I do not think she signed any of them; I have no doubt.

Q. Do you know anything about the circumstances under which Mr. Hume had polices of insurance issued upon his own life; as to the purpose for which he did it; as to the fact that he did it, and as to the funds out of which he drew the money to do it; did he ever say anything to you on that subject?

(Mr. PERRY: Question objected to as calling for declarations made to the witness by Thomas L. Hume, and therefore incompetent.)

A. Yes, sir; I have information on the subject derived from my intercourse with the members of his family. I know it myself because Mr. Hume spoke to me on several occasions before his
529 death as to life insurance, indicating that it was his purpose to leave his family provided for, and that he had control of all the funds of Mr. Pickrell's estate, and spoke in reference to his

affairs generally, and concluded that was the wisest way to take care of his family. I also know it from expressions of Mrs. Pickrell before the death of Mr. Hume.

(Mr. PERRY: The answer is also objected to, so far as it gives statements of persons who are not proven to be dead, and also objected to as purporting to give statements made by Thomas L. Hume, deceased, on the ground that it is incompetent and irrelevant.)

Q. How long prior to the death of Mr. Hume did you have any of these conversations?

A. I do not know how long, but quite awhile before—some two or three years. We discussed this matter of life insurance
530 on many occasions long before his death; I cannot fix the time.

Q. Was there any allusion made by Mr. Hume in those conversations as to the disposition which had been made of the Pickrell estate?

(Mr. PERRY: Same objection.)

A. No, sir; none further than I have indicated in my former answer.

(Mr. PERRY: Same objection to the answer.)

Q. You were about to speak about a conversation that you had or you heard that Mrs. Pickrell had; if you heard any conversation between Mrs. Pickrell and Thomas L. Hume on this subject of life insurance or as to the disposition of the estate of Pickrell you may state what it was.

(Mr. PERRY: Same objection.)

A. I heard Mrs. Pickrell state in the presence of Mr. Hume and myself on more than one occasion that all she wanted
531 and all she expected out of any income derived from her husband's estate was enough for her to live on and take care of herself, and so far as the balance was concerned she wanted Mr. Hume to use it for the best interest of the family.

(Mr. PERRY: Same objection to the answer.)

Q. Can you designate any time when such conversations took place? If you cannot fix the date say how long before the death of Thomas L. Hume they occurred, if you can.

(Mr. PERRY: Same objection.)

A. I cannot fix any definite date; it was at least a year before his death, at Tunlaw farm.

(Mr. PERRY: Same objection to the answer.)

Cross-examination by Mr. PERRY:

532 Q. You state that your relationship with Mr. Hume was intimate?

A. Yes, sir.

Q. And that while the way in which he lived with his family was comfortable he was not what you regarded a very extravagant man; he was known as an hospitable man, was he not?

A. As I said, he was very hospitable at his house; he was always entertaining citizens who were in public enterprises with him; that was his reputation; I have never been in any subscriptions with him and never approached him for any.

Q. You stated that he never drove fast horses?

A. Not during my acquaintance with him; early in life I believe that he had horses.

Q. You do not know what his private habits were?

A. Yes; I have been with him a good deal; I saw Mr.
533 Hume nearly every day for quite a number of years.

Q. Were you with him in the evenings?

A. No; I was with him a number of evenings on the farm with the family. Mr. Hume's extravagance was devoted to the entertainment of his friends at his house and on the farm.

Q. Was he not accustomed annually, on the 4th of July, to entertain a number of gentlemen at Tunlaw farm in a very extravagant manner?

A. I never attended but one of those entertainments; that was at Mr. Pickrell's farm, and I cannot say whether it was his entertainment or Mr. Hume's.

Q. He never talked to you on that subject?

A. No; I heard, of course, from his friends, and my own knowledge of those entertainments and knew about them; I never
534 attended but one, and at that one Mr. Pickrell seemed to be as much the host as Mr. Hume. I do not know who paid the expense of it; there seemed to be a free expenditure of money on the farm, and it did not seem to make any difference who paid for it.

Q. Mr. Hume was very much interested in choice breeds of cattle and other live stock, was he not?

A. Yes.

Q. Where were they kept?

A. On Tunlaw farm.

Q. Since Mr. Hume's death you have acted as a friend to his widow, have you not?

A. Yes, sir.

Q. You have attended to her business matters for her, have you not?

A. Not exclusively; but whenever called upon I have given her my advice and shall always be glad to serve her.

Q. And you are a great personal friend of hers?

A. Always.

535 Q. Did Mr. Hume consult you about all the affairs of his business?

A. No, sir; not of his merchantile business at all.

Q. Did he consult you as to his embarrassments at the time that he took Mr. Davis in as partner with him?

A. No, sir; he did not.

Q. Did he consult you in regard to the difficulties he had — Mr. Davis which resulted in the withdrawal of that gentleman from the firm?

A. He told me he had a difficulty, but did not tell me the nature of it; I could not get any information from him on such subjects.

Q. He did not tell you anything about his business?

A. No, sir; only about the family; social affairs altogether.

Q. So far as you know, Mr. Hume may have speculated or gambled in stock in New York?

A. Undoubtedly; I do not know anything about that part of his life.

536 Q. Your only knowledge of him was what was derived from meeting with him occasionally on the streets and your visits at his home?

A. Yes; from such contracts with him, and we were very intimate and friendly.

Q. Still you did not make a confidant of him as to your own private matters?

A. No; but spoke to him very freely about some private matters at times.

Q. Did you ever speak to him about his embarrassments in business?

A. Never.

Q. You knew that he had been embarrassed for a considerable time, did you not?

A. I was less informed on that point than any of his other friends; I was rather surprised to hear of his embarrassments; I knew he was in a tight place, but thought he would get out of it.

537 *A.* And you were not surprised that that embarrassment reached back to so long a period?

A. I was very much surprised.

Q. These checks which you have discovered all appear to have been drawn on account of the "Pickrell estate?"

A. Yes, sir.

Q. This property in Norfolk you say Mrs. Pickrell had a life interest in?

A. Yes.

Q. And the rents or income from that was her own property?

A. Yes.

Q. The checks for that also appear to be drawn in the same way?

A. Yes.

Q. On account of the "Pickrell Estate?"

A. Yes; I think that follows from the fact Mr. Thomas sent the checks to Mr. Pickrell's widow after he died; I suppose it was a mistake; it has no connection with Mr. Pickrell's estate; the property was left to Mrs. Pickrell and a niece of hers.

Q. What became of the niece's share?

538 *Q.* Delivered to her regularly; she was paid with regularity.

Q. When did you get these bank books and checks?

A. They were delivered to me by Mrs. Hume. I had them in my safe very soon, and a short time after Mr. Hume's death.

Q. Do you know where she got them?

A. I do not know. She got them from the bank, I suppose.

Q. Did she get the bank book from there?

A. It was in the bank to put credit on it after Mr. Hume's death.

Q. You do not know whether they came out of Mr. Hume's safe?

A. I know they did not; I am quite certain they did not.

Q. When were you first advised of Mr. Hume's death?

A. The first advice I had was my wife reading it from the newspapers. I went to a drug store, and telephoned thence to my house, where they had just received the news. I went over
539 immediately thereafter to Mrs. Pickrell's house in Georgetown.

Q. Did you have any consultation directly after that with Mrs. Hume in regard to Mr. Hume's affairs?

No, sir; not immediately thereafter.

Q. Did you make any inquiries from her, not immediately thereafter, but as soon as opportunity permitted, as to the place of custody of any life insurance policies that he had?

A. No; she told me she had some in the safe in her house; she said she had them in the dining-room with the silverware.

Q. You found them?

A. She had them there; I do not know whether that was the place of custody or not. Mr. Paul and Frank Hume went over to the store for them; I was not with them.

Q. Was Mrs. Hume with them, do you know?

540 A. No, sir; I think not; my impression is that she was over there with Frank Hume.

Q. When?

A. I think a day or two after the death of Mr. Hume; probably before he was buried.

Q. He died Sunday morning?

A. Yes, sir.

Q. Do you know whether or not they were over there that Sunday morning?

A. I think not; that's my impression.

Q. Do you know who went with Mr. Paul?

A. I do not; I am not certain as to who they were that went over there; my impression is a little vague; I recollect that Mrs. Hume told me very soon after Mr. Hume's death that she had delivered the keys of the store to Frank Hume; I commented very harshly at the time upon her doing that, and told her it was a very
541 unwise thing to do; he asked her for them; I do not know whether Mr. Paul went there or not at that time.

Q. You do know that Mr. Paul and Frank Hume did have access to Mr. Hume's private safe in the store, and continued to have it before the administrators were upon it?

A. I do not know; I was not there.

Q. You do not know what they took out or left in there?

A. No, sir; I do not.

Q. You say that you commented upon the fact of Mrs. Hume having given the keys to Mr. Frank Hume as an unwise course?

A. Yes, sir; he being a partner in business with him, I told her I thought it was not right for him to ask her for them, and it was unwise for her to give them to him; she said she had done so and could not help it now.

542 Q. Those were keys to the private safe?

A. Yes, sir.

Q. Did you say anything to her about it being her duty to preserve the keys until her personal representative had been appointed by the court?

A. I did not put it that way.

Q. Do you know whether or not the policies of insurance came out of that safe?

A. I know the bank book was not there. I don't know as to policies.

Q. Did the bank book come out of that safe?

A. I do not think it did; I do not know how it could have gotten into the safe, for the bank book was in the bank at the time of Mr. Pickrell's death, and there was no credits put in the bank after the time of Mr. Pickrell's death.

Redirect examination by Mr. TOTTEN:

543 Q. Mr. Perry put a question to you about your astonishment to learn that Mr. Hume had been able to keep up for so long a time——

(Mr. PERRY: "Embarrassed," I said.)

Embarrassed, then; do you know as a matter of fact that he was embarrassed for a long time?

A. No, sir; I was surprised to learn of the fact; I did not know it; I only knew it from hearsay; although my relations with him were intimate, I did not know it.

Q. You said something about the entertainments on the 4th of July at Tunlaw farm; how long was it before his death that you attended one of those entertainments?

A. Four or five years before his death, I attended the last one there; after that, as a matter of fact, he did not have any more of those entertainments.

544 Q. You have made some remark as to it appearing to be a matter of indifference whether the money to run the farm was paid by Pickrell or Mr. Hume; what do you mean by that?

A. I mean that from my experience and social relations with them on the farm that whenever there was any money to be paid out for any purpose upon the farm either one of them, or whoever had the money in his pocket, took it out and paid it—either Mr. Pickrell or Mr. Hume—and there were no accounts kept between them.

Q. It was mingled together?

A. Yes, sir.

Q. What kind of fancy stock was this that you spoke about, on the farm?

A. Alderney and Berkshire stock.

Q. Were they kept as a matter of traffic and sale or as a matter of show, or one of Mr. Hume's business enterprises to exhibit them at annual fairs?

A. He kept that fancy stock for the purpose of making
545 money; that was his purpose.

—. Mr. Perry has suggested that he might have gambled in a stock market without your knowing it; do you think that is so?

A. I do not think so; I do not think he did.

Q. Under the circumstances, it is likely he could have done so without your knowing it and just as likely that you would have known it.

A. Yes; I simply say that he was the last man in the world to indulge in that sort of thing. I never saw anything to indicate that he was a stock gambler or that he gambled in anything; on the contrary, whenever we had games he would not play for anything, and he would not play at all unless we played for nothing—as the boys call it—for fun.

Q. Mr. Hume was not a drinking man to any extent, was he?

546 A. No, sir; he was very prudent about that; his usual drink, when he did drink, was whiskey—and good whiskey, Stag whiskey.

Recross-examination by Mr. PERRY:

Q. Can you be positive as to when it was he had the last 4th of July entertainment?

A. I cannot tell; I know it was quite a long while before his death.

Q. Can you say it was more than two years?

A. Yes; it was more than two years; whether it was three, four, or five years I could not say; I should say between four and five years.

WM. C. McINTIRE.

Subscribed and sworn to before me this 15th day of Sept., A. D. 1883.

ALBERT HARPER, *Examiner.*

547 SATURDAY, *July* 7, 1883—1 o'clock p. m.

Met pursuant to adjournment.

Present: Messrs. Totten and Gordon, solicitors for the defendants; also Messrs. Perry and Fendall and Edwards, solicitors for the complainants; also the examiner, and—

B. LEWIS BLACKFORD, who, being produced as a witness for and on behalf of the defendants and being first duly sworn, deposes and says as follows:

Direct examination by Mr. TOTTEN:

Q. What is your business?
A. Insurance agent.
Q. How long have you been engaged in that business?
A. For more than sixteen years?
Q. Where?
A. Over fifteen years in Washington; very little before that.
Q. Were you acquainted with Mr. Thomas L. Hume and his family?
A. Yes; intimately for many years.
548 Q. What relation did you have to the Maryland Mutual Life Insurance Company?
A. I was agent of the Maryland Life Insurance Company; not Mutual.

(MR. TOTTEN: It is not a mutual company; it is just called Maryland Life Insurance Company?
WITNESS: Yes; it is not a mutual company.)

Q. For how long?
A. Since 1880, in that company.
Q. Were you instrumental in taking out the policies of insurance on Mr. Hume's life which were mentioned in the previous proceedings in these causes?
A. Yes; it was through my agency.
Q. What was the amount of cash premium—the first one?
A. $242.
Q. Can you give the date of that premium—payment of it?
A. February 24th, 1881.
Q. How was it paid to you—by check, note, or cash?
549 A. Currency. The date of the policy was February 19th.
Q. Did you have any conversations with Mr. Hume previous to the taking out of this policy or at the time?

(Mr. EDWARDS: Let him answer that he had and then let there be another question put to him as to what those conversations were, so that I can object to the question before he answers further.)

A. Yes; both.
Q. State what the conversation was.

Mr. EDWARDS: The question is objected to, and the examiner is requested to certify the question to the court to determine as to its competency in these proceedings.
Mr. TOTTEN: Let the witness answer the question.
Mr. EDWARDS: No; we wish the question certified up and determined upon before the answer is given. We notify the so-
550 licitors for the defendants that we desire to test the competency of the declarations of Mr. Thomas L. Hume as evidence in these causes.

Mr. TOTTEN: There is no objection to doing that. (To the examiner:) Take the answer of the witness.

Mr. EDWARDS: No, sir; I object.

Mr. TOTTEN (to Mr. Edwards): For whom do you appear?

Mr. EDWARDS: I appear for the complainant, The Central National Bank, of Washington city, D. C., and for other petitioning creditors who are named in the petition as appearing by our firm.

Mr. FENDALL: And as solicitor for the administrators I make the same objection and the same request.

Mr. TOTTEN (to the examiner): Take Mr. Blackford's answer.

Mr. EDWARDS: No; I have objected to the question before it is answered, and have requested the examiner to certify the
551 question up to the court before it is answered for its determination or ruling, and request that the taking of this testimony be deferred until such question is passed upon and the examiner has received the instructions of the court concerning it.

Mr. TOTTEN (to Mr. Edwards): Why this delay?

Mr. EDWARDS: It is not a matter of delay that I am contending for, and do not wish unnecessary delay.

Mr. TOTTEN (to the examiner): Then take the answer of the witness.

EXAMINER: I have no power to take the answer of this witness to the question in view of the objection and request made and insisted upon by the solicitors for the complainants.

Mr. TOTTEN: You must take it under the rules of the court; and if you will not take the answer I will get an examiner that will take it.

EXAMINER: Well, sir, in that respect you can do as you
552 please. It is my desire and my interest to proceed with the taking of this testimony, but when such an objection is made as now appears upon the record I have no discretion in the matter. My duties are merely ministerial. Such has been my understanding of the construction given to the rule by the court where I have appeared as examiner in many such instances, notably the "Christiancy case," wherein Mr. Lovejoy (the principal examiner) and myself resorted to the court at least a dozen different times upon such objections and requests as are now made in these causes, and at no time were we rebuked by the court, but, on the contrary, the court ruled upon the questions certified and instructed us as to what we should or should not do, and thereupon we proceeded with
553 the further taking of testimony. I have had the same experience in other cases in which I was the examiner, and in which I was compelled to go to the court with the record upon such an objection as is now insisted upon by the solicitors for the complainants. Quite recently, in the case of "Robinson *vs.* Wall," upon such an objection by Mr. J. J. Johnson, solicitor for the complainant, I pursued the same course and Mr. Justice James entertained my certificate and ruled upon the objection.

Mr. TOTTEN: The witness does not refuse to answer.

" " (to the witness): Are you willing and ready to answer the question?

WITNESS: Yes, sir; I am ready and willing to answer the question.

EXAMINER: I do not understand that the witness refuses to answer the question, but the rule, in view of the former rulings of the court, is not confined only to the refusal of the witness to an-
554 swer. I, therefore, cannot take the answer of the witness under the objection of the solicitors for the complainants to this question and their request to have it certified to the court for ruling upon it before the answer is made.

Mr. TOTTEN: Well, sir, you can send in your resignation and fee bill.

Mr. TOTTEN: Who has been talking to you about this case?

EXAMINER: No, sir. Considering your insinuation, I will not give you my resignation, but will send in my fee bill and declination.

EXAMINER: This is not a question of feeling or of interest to me.

Mr. TOTTEN: Well, it is with me.

Thereupon said question, to wit: (Q.) "State what the conversation was," is, upon the objection and request of the solicitors for the complainants, this 7th day of July, A. D. 1883, certified to the court for its ruling and instruction.

ALBERT HARPER, *Examiner.*

555 In the Supreme Court of the District of Columbia.

THE CENTRAL NATIONAL BANK *et al.* *vs.* ANNIE G. HUME *et al.* } Equity Nos. 7906, 8011, 8012, and 8013.

The causes have been referred to this court by the examiner, Albert Harper, on the request of counsel for the complainants, in order that the competency of a certain question put to a witness by the defendant counsel should be determined by this court before the answer should be written down, notwithstanding that the said witness was willing to answer said question, and the said subject having been argued by counsel, it is, this 26th day of July, 1883, ordered that said consolidated causes be, and hereby are, ordered to said examiner, with directions to proceed in accordance with
556 " rule 64 (equity)," and he shall take down the examinations of said witnesses in writing and without delay, and if objections to questions shall be made they shall be noted, but the examination shall proceed notwithstanding, and the objections shall be sent in with the depositions, as a part of them, as the rule directs.

CHARLES P. JAMES,
Justice, etc.

557 In the Supreme Court of the District of Columbia.

THE CENTRAL NATIONAL BANK *et al.* *vs.* ANNIE G. HUME *et al.* } Equity Nos. 7906, 8011, 8012, 8013.

To Messrs. Perry, Fendall, and Edwards, solicitors for the complainants.

GENTLEMEN: Please take notice that on the 27th day of September, 1883, at 1 o'clock p. m., and at the law office of Messrs. Gordon & Gordon, No. — 4½ street northwest, in the city of Washington, D. C., the taking of testimony on behalf of the defendants in the above-entitled causes will be resumed before me—

ALBERT HARPER, *Examiner.*

558 THURSDAY, *September 27th*, 1883—1 o'cl'k p. m.

Met pursuant to the foregoing notice.

Present: Solicitors for the respective parties; also the examiner and B. Lewis Blackford.

Direct examination (resumed):

By Col. TOTTEN: When you were last on the stand you were asked in relation to a conversation between yourself and Mr. Thomas L. Hume——

(WITNESS:) Would it be proper for me to ask that the first part of my deposition be read? I do not recollect it. I want to see where you inquire about the date of the issuance of the policy. I am not sure whether I have given the right date, although I had refreshed my mind from the books before that.

Col. TOTTEN: I will read it to you.

WITNESS: That is correct.

559 Q. You were asked if you had a conversation with Mr. Thomas L. Hume in relation to the policy issued by the Maryland Insurance Company. Did you have the conversation with him about it?

(Mr. Davidge, solicitors for the administrators, objects, because declarations in the conversation were not under oath nor subject to cross-examination and because they are incompetent under the statute allowing parties to testify.

Mr. Edwards, solicitor for the Central National Bank *et al.*, makes the same objection.)

A. I did.

Q. Where did you have the conversation?

A. At his store, on "Market Space."

Q. Can you give the date of the conversation?

A. It was two or three days before the date of the policy—that is, about the 15th of February, 1881.

Q. Did you have more than one conversation with him on that subject?

560 A. Not in relation to that particular subject.

Q. What did Mr. Hume say to you at that time in relation to the subject of insurance?

(Mr. Davidge, solicitor for the administrators, renews each and all of the aforementioned objections.

Mr. Edwards, solicitor for the Central National Bank *et al.*, also repeats the same objection.)

A. He called me in and commenced the conversation by saying that I had frequently suggested to him the propriety of getting out additional insurance on his life, and that he had always told me he could not afford it, but that he had at that time certain monies which had been placed in his hands for investment for the sole and special use of his wife and children in such manner as he thought best, and that he was inclined to think that the best he could do with it was to effect an insurance on his life, and that he had de-
561 termined to ask me to make out an insurance for him for $10,000, and he said that a little later (some months later) he was going to take out an insurance of $10,000 more, and he said that Mr. Gibbs had frequently been to him in the interest of the Connecticut Mutual Life Insurance Company and asked me if I thought that was a good company, and I told him I did. He spoke to me about it more as an intimate personal friend of many years than he did in a business point of view, and asked my opinion, and I gave it to him to the best of my knowledge.

(Mr. DAVIDGE: To the answer solicitor for the administrators renews the same objections.

Mr. EDWARDS: To the answer solicitor for the Central National Bank *et al.* renews the same objection.)

Q. Did you visit him on that occasion for the purpose of
562 discussing the matter of insurance to him?

A. No, sir; he called me in his store while I was passing.

(Mr. DAVIDGE: To the question and answer solicitor for the administrators renews the same objections.

Mr. EDWARDS: To the question and answer solicitor for the Central National Bank *et al.* renews the same objections.)

Q. Did you have any other conversation with him on the subject?

A. In the same conversation he said that it was important for him to have as much insurance as could be obtained for the money, and asked me if there was any plan by which the amount of insurance could be increased for the same money. I told him that the company was occasionally in the habit of issuing insurance and anticipating one-third or thirty per cent. of the premium as a
563 loan endorsed on the policy, but that it was not a plan often adopted, and the company did not do it generally, but that I could assure him that they would do it for a person requesting it, and accordingly he adopted that plan, so that by a payment of $242 he got as much insurance as he would have for $343.

Q. Was there anything said by him to you on that occasion as to who it was that put this money in his hands?

(Mr. DAVIDGE: To the question solicitor for the administrators renews the same objections.

Mr. EDWARDS: To the question solicitor for the Central National Bank renews the same objections.)

A. There were no names mentioned; my terms of intimacy with him were such that I felt perfectly confident (and I am sure that he knew that I was confident) that he was talking about Mrs.
564 Pickrell's money. I cannot recall that he mentioned her name at all, but simply said that certain monies had been placed in his hand for investment for his wife and children.

(Mr. DAVIDGE: To the answer solicitor for the administrators renews the same objections.

Mr. EDWARDS: To the answer solicitor for the Central National Bank renews the same objections, with further objection to the opinion of the witness.)

Q. What makes you think that Mr. Hume was aware that you knew about this money being in his hands?

A. Simply because of the intimacy that existed between us and the fact that I heard him refer to the rents which he collected for Mrs. Pickrell in Norfolk.

(Mr. DAVIDGE: That is a mere opinion of the witness.

WITNESS: As Mr. Davidge says, that is only an opinion.

565 Mr. DAVIDGE: To the answer solicitor for the administrators renews the same objections, with further objection to the opinion of the witness.

Mr. EDWARDS: To the answer solicitor for the Central National Bank renews the same objections, with further objection to the opinion of the witness.)

Q. What was the nature of your intimacy with Thomas L. Hume; did you visit his private residence?

A. Yes; I visited there constantly for many years.

Q. Did you ever have any conversation with him there after these policies of insurance were taken out or within a few months or a year before his death?

(Mr. DAVIDGE: To the answer solicitor for the administrators renews the same objections.

Mr. EDWARDS: To the answer solicitor for the Central National Bank renews the same objections.)

A. No, sir; when the policies were delivered to him I do
566 not recollect having any conversation with him; he sent the money up to the office by a messenger.

Q. In what shape was the money sent?

A. In currency notes. I asked him later on if he effected an insurance in the "Connecticut Mutual," and he told me that he had during the summer some time.

(Mr. DAVIDGE: To the answer solicitor for the administrators renews the same objections.
Mr. EDWARDS: To the answer solicitor for the Central National Bank *et al.* renews the same objections.)

Q. Where were you when he said that to you?

(WITNESS: Do you mean when I asked him that question?
Col. TOTTEN: Yes, sir.)

A. I do not remember.
Q. How long have you been an intimate friend of the family of Thomas L. Hume?

A. I made his acquaintance in the summer of 1868, and
567 after moving to Georgetown, 1869, I gradually became more and more intimate with him, and I probably saw more of him than any other man up to the time of his death.

(Mr. DAVIDGE: Same objections repeated.
Mr. EDWARDS: Same objections repeated.)

Q. What were Mr. Hume's habits as to extravagance?

(Mr. DAVIDGE: Same objections repeated.
Mr. EDWARDS: Same objections repeated.)

A. He was a very simple man in his habits, except as regards the fact that he kept a bountiful and hospitable table.
Q. Was his table an extravagant one?
A. By no means.
Q. What were his habits as to industry and temperance and the like of that?

(Mr. DAVIDGE: Same objections repeated.
568 Mr. EDWARDS: Same objections repeated.)

A. He was a strictly temperate man and exceedingly industrious and energetic.
Q. Do you know what kind of horses he drove—whether or not they were high-priced horses?

(Mr. DAVIDGE: Objected to.
Mr. EDWARDS: Objected to.)

A. I do not think that I ever knew him to drive high-priced horses. At "Tunlaw farm" he raised colts on the place, but I never knew of his giving high prices for the horses at "Tunlaw farm." He raised some very good colts there. The place was stocked with horses to some extent.
Q. Was he a dealer in horses and colts?
A. He had very good horses at the place. I do not think he was what you would consider a dealer in them.

Q. For what purpose did he raise the colts?
569 A. For sale.
Q. Did he breed any other kind of stock there for sale?
A. Yes. He had hogs and cattle there.
Q. He had "Jersey cows" there, did he not?

A. Yes, sir.

Q. How was he in his personal habits; was he expensive or moderate as to dress, jewelry, watches, etc.?

A. He was very plain, I thought, sir. I never knew him to wear any jewelry other than such as a gentleman wears in the way of shirt buttons and watch chain.

Q. Do you know personally anything about his relations with Mr. Pickrell immediately previous to Mr. Pickrell's death?

A. A great deal of affection seemed to exist between them. I knew nothing of their business relations.

Q. Do you know who managed the "Tunlaw farm?"

570 A. Not of my own knowledge.

Cross-examination by Mr. EDWARDS:

Q. I understand, Mr. Blackford, that on the 2nd day of November, 1881, you were the agent of the Maryland Life Insurance Company, were you not?

A. Yes, sir.

Q. When the bill in equity cause No. 7906 was filed?

A. Yes, sir; I was the agent.

Q. And you have been such agent, have you not, up to the present time?

A. Yes, sir.

Q. And you are now the agent of that company?

A. Yes, sir; I am now.

Q. Do you recall what occurred on the 2nd of November, 1881? I call your attention particularly to the service on you of the restraining order issued on that date by Mr. Justice Wylie.

(WITNESS: Served on me in the court-house?

571 Mr. EDWARDS: Yes, sir.)

A. Yes, sir.

Q. State what occurred in respect to the service of that restraining order on you.

A. I recollect the service on me while I was on the jury and my being very much disgusted and having strong hopes that the money had been already paid, because I had expected that the check would arrive at my office during my absence, and had requested that it be delivered to Mrs. Hume immediately, and of course I did not wish to disguise in any way my strong desire that she might have the money. I do not make any secret of that whatever.

Q. Do you recollect going into the clerk's office on that day?

A. Yes, sir.

Q. Do you recollect what you said to me on that day in the presence of Mr. R. J. Meigs, Jr., concerning this injunction or restraining order?

572 A. No. I recollect that I said something to you—probably that I hoped it was too late.

Q. Did you not in effect say it was too late?

A. I might have said so. I think it is not improbable or that I hoped it was, as I had every reason to believe that the money had been paid at that time.

Q. Did you not make this remark—that you hoped that I was too late, or words to that effect?

A. Something very much like it. I do not remember positively whether I said it was too late or I hoped it was too late or I believed it was too late. I had urged the company to pay this money right away, and I had judged from previous conversations I had with the officers of the company that they had no objection to paying, and I left word with the people at the office to deliver the draft immediately to Mrs. Hume, and it is likely that on the day I
573 got that injunction I was very strongly in hopes that such had been done. I recollect very distinctly making the remark that it was my belief and hope that it was too late.

Q. Do you recollect the limitation placed on the policy of insurance in this company of which you are agent concerning the time within which the company had to make payment?

A. Yes, sir; sixty days after the proof of death.

Q. Do you recollect the date of Thomas L. Hume's death?

A. 19th of October, 1881, I think.

Q. What was your reason for being so anxious that payment should be made to Mrs. Hume immediately?

A. At the time I urged the company to make the payment I had not the slightest suspicion that any steps were to be taken against it, and partly because I wished Mrs. Hume to have the
574 money, and partly because in such cases it is a good advertisement to be able to pay the money from insurance as promptly as possible, without waiting for the expiration of the time. I had no suspicion whatever that any steps were to be taken in the nature of an injunction.

(Mr. DAVIDGE: That is, at the time you first advised the company?

A. (WITNESS.) Yes; or at any other time.)

Q. You say you left instructions with your clerk to deliver the draft?

A. Yes, sir.

Q. Do you do that in ordinary cases?

A. Yes; in a few cases where there is no difficulty and there would be an advertisement of my business in making prompt payment, which would be, of course, furthered by having the draft delivered at once.

Q. Were you present in the equity court room when the application for an injunction and the appointment of a receiver was
575 heard?

A. Yes, sir.

Q. Why were you there?

(Col. TOTTEN: I object to that. What difference does it make? He had a right to be there.

Mr. DAVIDGE: A man might have a right to be there and have a motive for it, I reckon.)

A. I was there voluntarily—from the interest I felt in the case and the desire that I had that Mrs. Hume should have her right established—as a friend of the family.

Q. Do you recollect making any statement there on that day to me concerning the object of that suit and what it was intended to do?

(Col. TOTTEN: Objected to as being wholly immaterial.)

A. No, sir. I recollect some conversation with you, but I no not recollect what.

Q. Do you recollect stating to me on that occasion that it
576 was a shame that this lady should be charged with attorney's fees and the receiver's costs?

A. I do not recollect that; I do not at all deny that I had very strong sympathy for her, and thought it was rather hard; and I thought Mr. Edwards' proposition was equitable in making no objection to Mrs. Hume's counsel being appointed receiver.

Q. You say that your relations with Mrs. Hume were quite intimate. Do you know that during the Shepherd regime he was a member of the Washington Club?

A. I am inclined to think that he was not.

Q. Do you know that he entertained that club at "Tunlaw," and were you not present?

A. No, sir; and he never entertained that club, to my knowledge.

Q. Did he not give numerous entertainments, and did not an account appear in the morning papers of what occurred?

577 (Col. TOTTEN: If anything appeared in the morning papers let us have the papers; I object to that.

Mr. DAVIDGE: Drop that question.

Mr. EDWARDS: I withdraw the question.)

The WITNESS: I will say that I attended several entertainments at "Tunlaw" given on the 4th of July; three or four, I recollect. They were attended by his friends and had no relation with the Washington Club; and I do not think he was a member of that club. They tried to consider him such in settling his bill. I recollect that they brought him a bill as an offset, but he would not allow it and said he never joined.

Q. Who constituted Mr. Hume's family at "Tunlaw?"

A. Mr. Hume and his wife and children and Mr. and Mrs. Pickrell, and during the larger portion of the time there was
578 a relative—Mrs. Watkins and her daughter—there, but I do not recollect how much of the time, but she was frequently there, I know; but the regular family at "Tunlaw" consisted of Mr., Mrs. Hume, and their children and Mr. and Mr. Pickrell.

Q. Did not Mrs. Pickrell (Mrs. Hume's mother) reside with Thomas L. Hume's family all the time subsequent to Mr. Pickrell's death?

A. I always understood that Mr. Hume and his family resided with Mr. and Mrs. Pickrell and Mr. and Mrs. Pickrell paid all the expenses. That was repeatedly told me in the conversations. Mr. Hume told me himself that he was a guest of Mr. and Mrs. Pickrell.

(Mr. EDWARDS: Declarations as to statements of Mr. Hume are objected to by the solicitor for the Central National Bank *et al.*
579 Mr. Davidge, solicitor for the administrators, also object-.)

Q. Do you mean to say that after the death of Mr. Pickrell you understood that Mr. Hume and his family lived with Mrs. Pickrell?

A. No, sir; I mean previous to the death of Mr. Pickrell. I never had any distinct information nor was it a matter in which I was concerned, and I was somewhat surprised that Mr. Pickrell paid all the expenses at "Tunlaw," and Mr. Hume was merely his guest, so far as the house was concerned.

Q. My question was as to time subsequent to Mr. Pickrell's death.

A. I am not able to give any information on that subject. It would be simply a deduction from what I learned. I knew nothing of it personally.

Q. Did you not visit Mrs. Hume's family after Mr. Pickrell's death?

A. Yes.

Q. And always found Mrs. Pickrell there?

580 A. Yes; always, sir; but it was in the same house in Georgetown that Mr. Pickrell had always occupied.

Redirect examination by Col. TOTTEN:

Q. What is the custom with life insurance companies in relation to the payment of policies before the 60 or 90 days' limit runs out?

A. They pay them immediately upon the proof of death unless some sufficient circumstance is presented looking towards fraud.

Q. What effect does that have or do you expect it to have on your business?

A. By prompt payment we generally get out other insurance on the strength of that——

(Mr. Davidge, solicitor for the administrators, objects to the question as being incompetent and irrelevant and as giving the expectation of the witness.
581 Mr. Edwards, solicitor for the Central National Bank, makes the same objection.)

Q. Is that the general custom among life insurance companies?

(Mr. DAVIDGE: Same objection.
Mr. EDWARDS: Same objection.)

A. It is a custom among a great many insurance companies.

Q. As an insurance man, I will ask you what effect will the success of a case of the character we have in this controversy be upon the life insurance business in this country?

(Mr. Davidge, solicitor for the administrators, objects to the question.

Mr. Edwards, solicitor for the Central National Bank *et al.*, objects to the question.)

A. I- would be absolutely fatal to it in the District of Columbia.

Q. How many of those entertainments were there on the 4th days of July?

A. I am not sure; I think, however, there were four.

582 Q. Can you state when the last one took place?

A. In 1875 or 1876.

Q. And the others were immediately preceding, were they?

A. Yes, sir; I do not mean the preceding days, but the preceding 4th days of July.

Q. Did you attend all of them?

A. I think I did attend them all; I may have missed one.

Q. What was the nature of those entertainments?

A. They were simply like picnic lunches—cold meats and plenty of cold punch.

Q. Were they extravagant?

A. Only in regard to the numbers there.

Q. Can you make an estimate of how much one of them cost—what is your best judgment about it?

A. I think the largest of them did not cost over $400.

Q. Do you know whether the eatables were a part of the product of the farm?

583 (Mr. DAVIDGE: Objected to as leading.
Mr. EDWARDS: Same objection.)

A. Yes, sir; the principal part of it was. The meats were the ordinary beef, shote, and chickens belonging to the farm.

Q. Do you know to whom the horse or horses and carriage or carriages belonged used by Mr. Hume?

A. No, sir; I do not.

Q. Do you know whether they belonged to Mrs. Pickrell or not?

A. No, sir; I do not.

B. LEWIS BLACKFORD.

Subscribed and sworn to before me this 15th day of October, A. D. 1883.

ALBERT HARPER, *Examiner.*

584 ANNIE G. HUME, being produced as a witness, of lawful age, for and on behalf of herself and being first duly sworn, deposes and says as follows:

Direct examination by Col. TOTTEN:

(Mr. Davidge, solicitor for the administrators, objects to the testimony of Annie G. Hume as being incompetent under the statute allowing parties to testify.)

Q. What is your name?

A. Annie Graham Hume.

Q. Are you the widow of Thomas L. Hume?

A. I am, sir.

Q. Whose daughter are you?

A. I am the daughter of the late Adolphus H. Pickrell—his only daughter.

Q. Are you the daughter of Mrs. Mary E. Pickrell?

A. Yes, sir.

Q. When were you married to Thomas L. Hume?

A. On the 17th of April, 1866.

Q. Where?

585 A. At the home of my mother, in Georgetown.

Q. When did Mr. Hume die?

A. On the 23rd day of October, 1881.

Q. How many children have you?

A. Six living.

Q. Will you give their names, beginning with the oldest?

A. Adolphus Pickrell, who was born on the 27th of March, 1868; Charles, who was born on the 29th of October, 1871; Thomas L. (Junior), who was born on the 18th of November, 1873; Graham, who was born on the 23rd of November, 1875; Rollins (who was born the summer before pa's death), on the 9th of July, 1878, and Mary E., who was born on the 28th of March, 1880.

Q. Where do you live now?

A. I live with my mother, where I have always lived; where I was raised—my mother's home.

Q. What is the number of that house?

A. No. 3319 P street, in Georgetown; it used to be No. 46 3rd St.

586 Q. Where were you living when Mr. Hume died?

A. I lived there; I never recognized any other home.

Q. Does Mrs. Pickrell reside with you now?

A. I reside with her.

Q. Does that house belong to you or to Mrs. Pickrell?

A. It belongs to my mother.

Q. How long has she owned it?

A. Since 1851.

Q. Where has Mr. Hume and his family resided since your marriage?

A. I was married in the spring of 1866, and there was one thing I could never part with in my life, and that was my father, and during six months of the year I lived with him.

Q. Where?

A. At "Tunlaw farm."

Q. Six months of every year you spent with him?

A. Yes, sir; and I spent a good deal of my time there besides that. I was all pa had and pa was all I had.

587 Q. Where did you live for the other six month-?

A. I lived in Washington.

Q. Whereabouts?

A. No. 615 E street northwest.

Q. Then you lived six months of the year on E street and the remainder of the year at "Tunlaw farm?"

A. Yes, sir; at home with my father.

Q. Who owned "Tunlaw farm?"

A. My father bought it originally with E. Pickrell & Co., and then my father bought his brother's interest.

Q. How long was that, if you know, or about how long ago?

A. I do not think I can give the exact date.

Q. Was it before your marriage or after?

A. Yes; a long while before; somewhere early in the 60's.

Q. Can you make an estimate of the expenses of your household affairs, including your doctor bills, clothes, and everything for the family, for the six months that you resided here in the city of Washington?

588 A. I could not give the exact amount of it; I do not think they were very heavy. My doctor bills were the heaviest bill- I had.

Q. What would be the average per annum that you consumed in that way while you lived in Washington?

A. I do not know; probably from $1,500 to $2,000 would cover my actual expenses. My father took my oldest son and did everything for him, so that he was not of any expense to me. He did it because the child was his namesake and he wanted him, and my mother relieved me of some expense.

Q. That is your oldest son?

A. Yes, sir; he took him and did everything for him—paid his bill for clothes, &c.

Q. What is his name?

A. Adolphus Pickrell.

Q. What have you to say of Mr. Hume's family expenses while you lived at "Tunlaw farm?"

589 A. We had no expenses but for the washing of our clothes and a nurse for my children. Mr. Hume wanted to board with pa, and offered to pay for it, but pa said, "Mr. Hume, Annie is all I have in the world and I do not choose to take board, and whenever she chooses she can make this her home." I went there free from expense. I sent my clothes to Washington to be washed, and I paid my servant. That is all the expense I had.

Q. Taking the year round for the past six years what would be a fair average of the annual expenses of your family?

A. I do not think our family expenses could have been over $2,000 a year, but I do not really feel that I was any expense to Mr. Hume at all, because pa gave me money enough to support me.

Q. Did you have a family carriage?

A. No, sir.

590 Q. Did Mr. Hume?

A. No, sir; he had a buggy.

Q. How many servants did you have in the house in Washington and at "Tunlaw farm?"

A. Three in Washington, and for six months in the country I had one, and that was one nurse.

Q. Were there any other persons in Mr. Hume's family aside from yourself, Mr. Hume, and the children and the servants?

A. Mr. Hume did a great deal for his sisters, but they did not live with him at the house; he was not occupying his house.

Q. Do you know where the groceries came from that were used at "Tunlaw farm?"

A. From Mr. Hume's store.

Q. Do you know whether Mr. Pickrell was charged with the amount of them and paid for them or not?

A. Yes; I can bring the accounts and show that he was charged with them and paid them.

591 Q. What was Mr. Pickrell's business?

A. Lumber merchant.

Q. Where?

A. In Georgetown; of the firm of Esau Pickrell & Co.

Q. When did he discontinue the business?

A. In 1876. Esau Pickrell died, and my father closed up the business and retired.

Q. What did he do from that time to the time of his death?

A. He was president of an insurance company, which employed his time in going to the insurance office. He had amassed enough to live on without doing business.

Q. Do you know what his means consisted of?

A. Property and stocks of different kinds.

Q. Do you know what property; he had "Tunlaw farm," for instance?

A. Yes; he had "Tunlaw farm."

Q. Who owned the stock on "Tunlaw farm?"

592 A. The farm was stocked when Mr. Hume became the manager.

Q. When was that?

A. Not until my father's health became feeble.

Q. State when that was.

A. In 1876 or 1877 pa's health was impaired, and he said that he would either have to sell the farm or Mr. Hume would have to manage it for him.

Q. Did Mr. Hume manage it for him after that?

A. Yes, sir.

Q. Do you know anything about Mr. Pickrell's other property?

A. No, sir; I think some property has been sold; some property has been sold belonging to the estate.

Q. The house in which you now live, is that Mr. Pickrell's house?

A. No, sir; at the time that property was bought a woman could not hold property in her own right in this District, and it was bought in trust for my mother, Mary E. Pickrell.

Q. What insurance company was he president of which

593 you have spoken?

A. The Potomac Insurance Company.

Q. Do you know anything of the circumstances attending the taking out of these insurance policies which are in controversy here?

A. I knew they were taken out.

Q. When did you find that out?
A. At the time the matter was discussed.

(Mr. Davidge, solicitor for the administrators, objects to the answer of the witness.
Mr. EDWARDS: Same objection.)

Q. Do you know where the money came from with which he paid the premium- on these policies?

(Mr. DAVIDGE: Question objected to as leading.
Mr. EDWARDS: Same objection.)

A. I do not know exactly, but I knew that Mr. Hume had all of ma's money—for her use, you know.
Q. Where did he get it?
A. He got ma's money from Norfolk.
594 Q. Was that all the income that she had?
A. No, sir; she had other income, but she had money from Norfolk; money we are living on now. Her own money came from Norfolk.
Q. Is that all you have to live on now?
A. All but the insurance money.
Q. That which was paid over to you?
A. Yes, sir.
Q. The Virginia policy?
A. Yes; that I have, sir.
Q. What was the condition of Mr. Pickrell's health during the last year of his life?
A. He was in very feeble health?
Q. Did he do anything at that time?
A. He used to go to the insurance office and sometimes to the bank in which he was director—the Farmers' and Mechanics' Bank. He went to those places. He went to the insurance office always every day.
Q. How old was Mr. Pickrell when he died?
A. Sixty years old, if he could have lived until the 27th of
595 the month. He died on the second of the month.
Q. During the last year of his life you say he did not attend to his own business?
A. He could not do very much. He used to go to the Potomac Insurance Company's office and to the bank sometimes.
Q. Do you know what became of the profits of "Tunlaw farm" after your husband took charge of it?
A. I did not know that there was any money in question. I do not know anything about it.
Q. There has been some talk about some entertainments at "Tunlaw farm" on the 4th days of July; can you state how many of those entertainments took place?
A. Yes; there were three.
Q. Can you state when the last one occurred?
A. In 1875.

Q. Do you know anything about how much those entertainments cost?

596 A. No, sir; I do not know how much they cost.

Q. Where did the materials come from which went to make up the entertainments?

A. I do not know; I know where the cooking came from; we cooked all we could at home; the house in town was occupied by servants; we cooked all we could in the country and what we could not cook in the country the servants at the house in the city cooked it there.

Q. Did you ever have in your possession any diamonds, usually worn by a lady in your mode of life?

(Mr. DAVIDGE: Question objected to as leading.
Mr. EDWARDS: Same objection.)

A. Yes, sir; my farther gave them to me.

Q. Mr. Hume never bought you any diamonds?

A. No; he never paid for any for me.

Q. What diamonds do you allude to for which Mr. Hume never paid?

597 A. I had a pair of ear-rings and a ring. The ring my father gave me when I was a single girl. The ear-rings were bought with some building association stock which my father gave me for a Christmas gift. My father asked me what I wanted. I had no particular thing that I wanted, and he had no particular thing that he thought of giving me. He gave me this building association stock and paid up the premiums, and when the building association wound up he sent me a check for the amount of the stock with interest. Mr. Hume said, "Some time when I go to New York I will buy you a pair of diamond ear-rings;" and he did buy me a pair with that money from the building association stock which my father gave me.

Q. Were you extravagant in your mode of dressing during the last six or seven years of your married life?

598 (Mr. DAVIDGE: Question objected to as leading.
Mr. EDWARDS: Same objection.)

A. No, sir.

Q. What was your custom in relation to clothes for yourself and children; were they extravagant?

(Mr. DAVIDGE: Question objected to as leading.
Mr. EDWARDS: Same objection.)

A. No, sir.

Q. In your estimate of household expenses did you estimate the clothing for your children and yourself?

A. Yes, sir.

Q. You say that you estimate your expenses at $2,000 or $2,500 a year?

A. Yes, sir; but I do not think my expenses would have been as small as that if I had lived at home during the whole year. I was at no expense for six months of the year.

Q. This estimate of expense that you gave includes the clothing for yourself and children?

599 A. Yes; but I do not think that could have been very much; my chief expense was in doctors' bills.

ANNIE G. HUME.

Subscribed and sworn to before me this 1st day of October, A. D. 1883.

ALBERT HARPER, *Examiner.*

MARY E. PICKRELL, being produced as a witness, of lawful age, for and on behalf of the defendant, deposes and says as follows:

Direct examination by Col. TOTTEN:

Q. Will you please give us your name?
A. Mary E. Pickrell.
Q. What is your husband's name?
A. Adolphus Henry Pickrell.
Q. He is the Adolphus H. Pickrell who is mentioned in these proceedings; that is your husband?
A. Yes, sir.

600 Q. If you have no objection to stating your age you will please do so.

A. I will be 59 years of age on the second day of the coming November.
Q. And your husband was nearly sixty years of age when he died, was he not?
A. Yes, sir.
Q. Who owns the house in which you reside in Georgetown?
A. I do.
Q. How long have you owned it?
A. Ever since I have been living in Georgetown; ever since I was married.
Q. Is it your own property?
A. My husband deeded it to me, but he bought it with money that he had saved up of mine.
Q. Then it came out of your own estate?
A. Yes, sir.
Q. From whom did you inherit your money?
A. From my grandmother Graham.
Q. Where did she reside?
A. In Norfolk, Va.

601 Q. Have you any property now in Norfolk, Virginia?

A. Yes, sir; I have one house there, or, at least, we have one house there.
Q. When you say "we" whom do you mean?
A. Miss Helen Watkins and myself; my niece and myself.
Q. Do you derive an income from that Norfolk property?
A. Yes, sir; $2,000 a year. I get $1,000 a year and she gets the other $1,000 a year.

Q. How long have you been receiving that income from that source?

A. Ever since my grandmother's death I have been receiving that income, but it has not always been as large as that; not until, I reckon, some six or seven years after I was married; the income was increased some six or seven years after I was married.

Q. Since your daughter's marriage where has she resided?

602 A. She and Mr. Hume resided with us six months of every year in the summer, and in Washington, on E street, during the rest of the year.

Q. Where did you and Mr. Pickrell live in the winter season of the year?

A. In Georgetown.

Q. In your house?

A. Yes, sir; in my house.

Q. What time did you usually go to "Tunlaw farm?"

A. We went some time in May and did not come back until November. We went about the middle of May; sometimes it would — a week later, and we would stay sometimes until the middle of November—from the first to the middle of November.

Q. Who kept up the establishment at "Tunlaw farm" prior to your husband's death?

A. My husband and myself did.

Q. You hired the servants and supplied the table?

A. Yes, sir; we supplied the table and supplied everything.

603 Q. Were there any horses and carriages used?

A. Yes, sir; my husband gave me a pair of horses and a carriage and I hired a driver. I had my own carriage and horses and driver and he had his buggy and horse.

Q. Your husband was formerly a lumber merchant, I believe?

A. Yes, sir.

Q. After he went out of the lumber business what did he do?

A. Nothing much, except that he was president of the Potomac Insurance Company, and he went down there every day that he was able during the last years of his life.

Q. What was the condition of his health during the last two or three years of his life?

A. Very feeble; but he was well enough to walk down to the lumber yard and attend to a little private business, and in the Potomac Insurance Company.

604 Q. Can you state about when Mr. Hume took charge of the "Tunlaw farm?" I mean as an active manager of it.

A. Some two years before Mr. Pickrell's death.

Q. Do you know what became of the proceeds and profits from the farm during those two years?

A. No, sir.

Q. Did you get any of it?

A. No, sir.

Q. How many children did Mr. Pickrell leave?

A. Only the one child.

Q. And that is the present Mrs. Hume?

A. Yes, sir.

Q. After Mr. Pickrell's death who took charge of Mr. Pickrell's estate?

A. Mr. Hume took possession of the estate. You know he was the executor.

Q. What became of the personal property on the farm at that time?

A. I think it was sold.

Q. Do you know what it was?

A. You know they had a sale, and it took most of the day.

(Col. TOTTEN: I do not know.)

Q. What became of the rents after Mr. Pickrell's death
605 from the Norfolk estate?

A. Mr. Hume received everything that I had and the rents, and when I wanted them or when I even wanted $5 I used to go to him for it and ask him for it as I would have gone to my husband.

Q. Did you personally ever receive any of that rent from the agent in Norfolk?

A. No, sir; none of it; not until after Mr. Hume's death?

Q. Did you ever receive any of the dividends on the various kinds of stocks which Mr. Pickrell owned after his death?

A. No, sir; not until after Mr. Hume's death.

Q. The difference between the time of the death of Mr. Pickrell and that of the death of Mr. Hume was a little more than two years, was it not?

A. Yes, sir.

Q. Your husband died in May, 1879, and Mr. Hume died in October, 1881?

A. Yes, sir.

606 Q. How much money did you receive from Mr. Hume between the death of your husband and Mr. Hume's death in all? I want you to make an estimate of it as near as you can.

A. I do not think that I drew, or at least that I got from him, over $200 or $250.

Q. Do you mean every year or that amount in all?

A. I do not think I got over $200 a year.

Q. Did you get as much as $500 during the period between the death of your husband and the death of Mr. Hume?

(Mr. DAVIDGE: Question objected to as leading.
Mr. EDWARDS: Same objection.)

A. No, sir; I do not think I did.

Q. Where did you reside during those two years?

A. I was with Mr. Hume and Annie; they took charge of the house.

Q. What house?

607 A. My house, in Georgetown; they took charge of it, or at least they furnished the family, but they had no rent to pay; they were living in my house.

Q. How long have you been receiving that income from that source?

A. Ever since my grandmother's death I have been receiving that income, but it has not always been as large as that; not until, I reckon, some six or seven years after I was married; the income was increased some six or seven years after I was married.

Q. Since your daughter's marriage where has she resided?

602 A. She and Mr. Hume resided with us six months of every year in the summer, and in Washington, on E street, during the rest of the year.

Q. Where did you and Mr. Pickrell live in the winter season of the year?

A. In Georgetown.

Q. In your house?

A. Yes, sir; in my house.

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A. We went some time in May and did not come back until November. We went about the middle of May; sometimes it would — a week later, and we would stay sometimes until the middle of November—from the first to the middle of November.

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Q. You hired the servants and supplied the table?

A. Yes, sir; we supplied the table and supplied everything.

Q. Were there any horses and carriages used?

603 A. Yes, sir; my husband gave me a pair of horses and a carriage and I hired a driver. I had my own carriage and horses and driver and he had his buggy and horse.

Q. Your husband was formerly a lumber merchant, I believe?

A. Yes, sir.

Q. After he went out of the lumber business what did he do?

A. Nothing much, except that he was president of the Potomac Insurance Company, and he went down there every day that he was able during the last years of his life.

Q. What was the condition of his health during the last two or three years of his life?

A. Very feeble; but he was well enough to walk down to the lumber yard and attend to a little private business, and in the Potomac Insurance Company.

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604 "Tunlaw farm?" I mean as an active manager of it.

A. Some two years before Mr. Pickrell's death.

Q. Do you know what became of the proceeds and profits from the farm during those two years?

A. No, sir.

Q. Did you get any of it?

A. No, sir.

Q. How many children did Mr. Pickrell leave?

A. Only the one child.

Q. And that is the present Mrs. Hume?

A. Yes, sir.

Q. After Mr. Pickrell's death who took charge of Mr. Pickrell's estate?

A. Mr. Hume took possession of the estate. You know he was the executor.

Q. What became of the personal property on the farm at that time?

A. I think it was sold.

Q. Do you know what it was?

A. You know they had a sale, and it took most of the day.

(Col. TOTTEN: I do not know.)

Q. What became of the rents after Mr. Pickrell's death
605 from the Norfolk estate?

A. Mr. Hume received everything that I had and the rents, and when I wanted them or when I even wanted $5 I used to go to him for it and ask him for it as I would have gone to my husband.

Q. Did you personally ever receive any of that rent from the agent in Norfolk?

A. No, sir; none of it; not until after Mr. Hume's death?

Q. Did you ever receive any of the dividends on the various kinds of stocks which Mr. Pickrell owned after his death?

A. No, sir; not until after Mr. Hume's death.

Q. The difference between the time of the death of Mr. Pickrell and that of the death of Mr. Hume was a little more than two years, was it not?

A. Yes, sir.

Q. Your husband died in May, 1879, and Mr. Hume died in October, 1881?

A. Yes, sir.

606 Q. How much money did you receive from Mr. Hume between the death of your husband and Mr. Hume's death in all? I want you to make an estimate of it as near as you can.

A. I do not think that I drew, or at least that I got from him, over $200 or $250.

Q. Do you mean every year or that amount in all?

A. I do not think I got over $200 a year.

Q. Did you get as much as $500 during the period between the death of your husband and the death of Mr. Hume?

(Mr. DAVIDGE: Question objected to as leading.
Mr. EDWARDS: Same objection.)

A. No, sir; I do not think I did.

Q. Where did you reside during those two years?

A. I was with Mr. Hume and Annie; they took charge of the house.

Q. What house?

607 A. My house, in Georgetown; they took charge of it, or at least they furnished the family, but they had no rent to pay; they were living in my house.

Q. You did not charge them rent?

A. No, sir; I did not charge them rent.

Q. To whom did the furniture belong which was in that house at that time?

A. It belongs to me.

Q. Did it then?

A. Yes, sir; when they came there it belonged to me; Mr. Hume had a sale of their furniture in Washington.

Q. A sale of his own furniture?

A. Yes, sir; he sold out most of his own furniture on E street; most of it, excepting a few little things.

Q. And then they came and resided with you?

A. Yes, sir.

Q. Did he reside with you until his death?

A. Yes, sir.

608 Q. I wish you to state what the habits of Mr. Hume were as to his family expenses during the last six or seven years of his life, if you know; whether they were extravagant or moderate.

(Mr. DAVIDGE: Question objected to as leading.
Mr. EDWARDS: Same objection.)

A. No, sir; I never thought that Mr. Hume was extravagant about them; as far as my opinion goes, he was not extravagant.

(Mr. DAVIDGE: The opinion of the witness is objected to.
Mr. EDWARDS: Same objection.)

Q. Do you know how many of those Fourth of July entertainments to- place at "Tunlaw farm?"

A. Well, I think about three or four, maybe; I do not recollect exactly. I do not think there was more than one large one; the others I did not consider much; there was one which was a very large entertainment; the rest of them I did not think were much.

609 Q. Do you remember about certain additions being purchased to "Tunlaw Farm;" do you know anything about that personally?

A. I know there was something bought—a piece of ground bought from Mr. Brooke—and I think Mr. Pickrell paid for that; I do not recollect anything about the other piece.

Q. Was there another piece?

A. I think so.

Q. Bought from Mr. Green?

A. Yes, sir.

Q. Do you know whether Mr. Pickrell paid for those tracts or not?

A. I am pretty sure he did.

Q. Do you have any personal knowledge about it? Did you see the money paid?

A. No, sir; I heard them talking about it; I heard Mr. Hume talking to Mr. Pickrell about it, and Mr. Pickrell talking about giving him the money for it.

(Mr. ——: Answer objected to as containing statements of Mr. Hume and Mr. Pickrell.
Mr. EDWARDS: Same objection.)

610 Q. You do not know whether he did or not?
A. I am not sure.
Q. What did Mr. Hume say about that purchase in your hearing?

Mr. DAVIDGE: Same objection.
Mr. EDWARDS: Same objection.

A. I do not recollect what they said about it.
Q. Do you know who furnished the money which paid for the building of the iron front to the store called Hall & Hume's grocery store?
A. I expect Mr. Pickrell assisted him in that, as he helped him a good deal.

Mr. DAVIDGE: The answer of the witness is objected to.
Mr. EDWARDS: Same objection.

Q. Do you know of your knowledge whether Mr. Pickrell furnished the money or any part of it?
A. No, sir; but he was always doing for Mr. Hume; he was always helping him in almost everything that he had in hand,
611 but I did not know exactly about that; I did not take notice about it—exactly about what it was.
Q. You do not know of your own knowledge, do you, whether he actually paid for it or for a part of it?

(Mr. DAVIDGE: Question objected to as leading.
Mr. EDWARDS: Same objection.)

A. No, sir.
Q. Did you ever hear Mr. Hume say where that money came from which paid for that building; I mean the building of that iron front of the Hall & Hume store?

(Mr. DAVIDGE: The declarations of Mr. Hume are objected to.
Mr. EDWARDS: Same objection.)

A. No, sir; I only know that he was helping him all the time; he came very frequently to get money from Mr. Pickrell; about almost everything that he did he came to Mr. Pickrell to assist him in.

Q. Do you know where the lumber came from which went
612 into that new store?

Mr. DAVIDGE: Objected to as irrelevant.
Mr. EDWARDS: Same objection.

A. I think he got it from Mr. Pickrell.

Mr. DAVIDGE: The answer of the witness is objected to.
Mr. EDWARDS: Same objection.

Q. What makes you think so?
A. Because he used to get all his lumber there, when he got any.

Q. Did you ever see lumber coming from the yard to the store, that you remember?

A. No, sir; not that I remember.

Q. Did you ever here Mr. Hume say anything about it?

Mr. DAVIDGE: The declarations of Mr. Hume are objected to.
Mr. EDWARDS: Same objection.

A. I heard him ask Mr. Pickrell to send him over lumber some time.

Q. You cannot locate it at this particular building, however?

A. No, sir; but it was about the time they were building that store, though.

613 Q. There are four life insurance policies involved in these cases on Mr. Hume's life. Do you know anything about the circumstances attending the getting out of these policies by Mr. Hume?

A. Well, I do not.

Q. Do you know how he come to take them out?

A. No, sir; except that he had my money. I told him that he could use all that I had for his own and his family's benefit, and that he could use it for anything he thought best.

Q. Did you suggest anything to him as to how it should be invested?

(Mr. DAVIDGE: Question objected to as leading.
Mr. EDWARDS: Same objection.)

A. No, sir.

Q. Did he say anything to you on that subject?

Mr. DAVIDGE: The declarations of Mr. Hume are objected to.
Mr. EDWARDS: Same objection.

614 A. No, sir; I do not think he said anything to me.

Q. When did you find out that he had these policies?

A. I think it was in February.

Q. Before his death?

A. Yes, sir; before his death.

Q. How did you find it out then?

A. He came in and told us that he had insured his life for Mrs. Hume, and he was talking about it.

Mr. DAVIDGE: The declarations of Mr. Hume are objected to.
Mr. EDWARDS: Same objection.

Q. Do you know where the money came from which he used in the payment of the premium- on these policies?

A. I do not.

Q. He never told you of it?

A. No, sir; he never told me anything about it.

Q. How much money did Mr. Hume get in all from you on account of the Norfolk property, if you know?

A. He got $1,000 a year after my husband's death, and I
615 do not know how much my husband had laid up in bank on my account at that time; I did not ask him. There must have been some on hand then.

Q. Did you get any of it?

A. I never got any of it, except, as I said before, to draw about $200 or $250 a year—somewheres about that—for my own use.

Q. Do you still live with Mrs. Hume or she live with you?

A. Mrs. Hume and her children live with me.

MARY E. PICKRELL.

(Adjourned until Monday, Oct. 1st, 1 o'cl'k p. m.)

Subscribed and sworn to before me this 1st day of October, A. D. 1883.

ALBERT HARPER, *Examiner.*

616 MONDAY, *October* 1, 1883—1 o'clock p. m.

Met pursuant to adjournment.

Present: Respective counsel; also the examiner.

Further adjourned until—

FRIDAY, *October 5th*, 1883—1 o'clock p. m.

Met pursuant to adjournment.

Present: Respective counsel; also the examiner.

Further adjourned until—

MONDAY, *October 8th*, 1883—1 o'clock p. m.

Met pursuant to adjournment.

Present: Respective counsel; also the examiner.

Further adjourned until—

WEDNESDAY, *October 10th*, 1883—1 o'clock p. m.

Met pursuant to adjournment.

Present: Respective counsel; also the examiner.

Further adjourned until—

FRIDAY, *October 12th*, 1883—2 o'clock p. m.

Met pursuant to adjournment.

Present: Respective counsel; also the examiner.

617 Mr. Totten, solicitors for the defendants, here offer- and file- in evidence the following paper (it being admitted that the cases therein mentioned against the estate of the late Adolphus H. Pickrell are now pending in the supreme court), and the same is marked "Exhibit A. H. No. 1."

EXHIBIT A. H. No. 1. Albert Harper, Examiner.

Statement of Cases Against the Estate of Adolphus H. Pickrell, Deceased.

WILLIAM B. BOWIE
v.
MARY E. PICKRELL, Surviving Executrix. } At Law, 23465.

Suit on note, dated Feb. 1st, 1877, of Hall & Hume, to order of A. H. Pickrell and Frank Hume, for $24,750.81, in 2 years after date, & 8 % semi-annual interest.

Endorsed: A. H. Pickrell, Frank Hume.

Endorsed: "We hold ourselves responsible, jointly and
618 severally, for the within note without demand, notice, or protest. Frank Hume, A. H. Pickrell. Feb. 4th, 1879."

Credit $15,000, paid by notes of Hume & Cleary Oct. 21st, 1881.

Pleas.—1, not indebted; 2, no consideration for endorsement; 3, joint obligation and estate not responsible; 4, never promised, as alleged. Demurrer as to 2nd plea sustained.

B. U. KEYSER, Receiver Ger.-Am. Nat. Bank,
v.
THOMAS L. HUME & T. L. HUME & M. E. PICKRELL, Executors of A. H. Pickrell. } At Law, No. 23025.

Suit on note, dated 2nd Nov., 1878, of Thomas L. Hume, to order of A. H. Pickrell, for $4,500, in 90 days, & 8 % interest until paid.

Endorsement: "A. H. Pickrell."

Pleas of M. E. Pickrell, surv. executrix.—1, estate not indebted; 2, no corporation as Ger.-Am. Nat. Bank, and plaintiff not receiver, as alleged; 3, no protest of note against estate or endorser and no notice of dishonor sufficient to bind estate and no new prom-
619 ise for consideration by any one able to make such promise.

B. U. KEYSER, Receiver Ger.-Am. Nat. Bank, Use of Chemical Nat. Bank, N. Y.,
vs.
THOMAS L. HUME & T. L. HUME & M. E. PICKRELL, Executors of A. H. Pickrell. } At Law, 23026.

Suit on note, dated Sept. 11th, 1878, of Thomas L. Hume (Exhibit A. H. No. 1—Albert Harper, examiner), to order of A. H. Pickrell, for $7,665.36, in 90 days, & 8% interest until paid.

Endorsed: "A. H. Pickrell, Hall & Hume." Protested.

Pleas of M. E. Pickrell, surv. executrix.—1, estate not indebted; 2, no corporation as Ger.-Am. Nat. Bank, and plaintiff not receiver, as alleged; 3, nothing due receiver; that he is not owner of note sued on, and is not authorized to sue on said note as receiver.

WILLIAM B. BOWIE
v.
M. E. PICKRELL and A. G. HUME } Equity, 7947.

620 Creditor's bill to enforce collection of note (same as in at law, 23465) against real estate of which A. H. Pickrell died seized.

Answer of Mary E. Pickrell under her oath discloses the real estate of A. H. Pickrell and denies notice of claim prior to death of Thomas L. Hume.

She denies that there will be any indebtedness due to plaintiff on examination of accounts between him and Thomas L. Hume. She charges that personal estate of A. H. Pickrell has never been administered, and that when same is administered it will be sufficient to pay all just debts, and that until the personal estate is exhausted or shown to be insufficient to pay debts the realty cannot be resorted to.

Answer of Annie G. Hume, also under oath, is substantially the same as that of Mary E. Pickrell.

Intervention of Farmers' & Mechanics' Nat. Bank as cred-
621 itor on note dated 17 Feb., '79, of Thomas L. Hume to order of Frank Hume for $4,000 in 90 days & 8 % interest until paid.

Endorsed "Frank Hume, A. H. Pickrell, Hall & Hume." Credit 29 Oct., 1881, $1.229.46.

Answer- of defendant deny any acknowledgment of debt as a valid claim against the estate of A. H. Pickrell and plead limitations.

Intervention of B. U. Keyser, receiver, on notes sued on in — at law, Nos. 23025 and 23026, as creditor on.

Answer of defendants substantially the same as set forth in pleas in above lawsuits.

Exhibit A. H. No. 1. Albert Harper, Examiner.

Intervention of Frank Hume as creditor for amounts paid Central National Bank Nov. 11, '81, $2,551.65, being his alleged liability as an accommodation endorser on note of Thos. L. Hume, to his order, for $2,500, dated July 28th, 1881, at 90 days, 8 % interest until paid.

622 Cross-bills filed by the defendants, Mary E. Pickrell and Annie G. Hume, against complainants, Bowie and Frank Hume, wherein the defendants aver under oath that within a day or two subsequently to the death of Thomas L. Hume the said Frank Hume obtained from the said Annie G. Hume the keys to the private safe of her husband, and that the said Frank Hume opened the said safe and removed papers therefrom referring to accounts between complainants Bowie and her said husbaud, the said Thomas L. Hume, for the purpose of preventing her and her mother, the said Mary E. Pickrell, from examining into and ascertaining the condition of said accounts; that the said Frank Hume is jointly re-

sponsible with the estate of Adolphus H. Pickrell for any amount that may be found due upon the note claimed to be held by the complainant Bowie, and that he, the said Frank Hume, should
623 contribute equally with said estate towards the payment of any amount found to be due thereon, and that his responsibility upon the note held by said Bowie should be fixed in this cause, in order that the statutes of limitations may not run in his favor.

Extract of answer of F. H. filed Ap'l 26, '83. (Where is it?)

Abstracts of answer of Frank Hume to cross-bill to be inserted, inadvertently omitted. Agreed to Dec 15, '84.

Original of above paragraph in pencil.

Answer of Frank Hume under oath to cross-bill of Annie G. Hume & Mary E. Pickrell filed.

Admits payment on Bowie note of $15,000 by the five promissory notes of Hume, Cleary & Co.; that he was not made a party to the suit of said Bowie in this court, No. 23465, law; denies collusion between himself and said Bowie, as alleged, or that he had any fraudulent purpose to relieve himself of his responsibility on
624 account of said Bowie note; has no knowledge of accounts between said Bowie & the late Thomas L. Hume; denies that within a day or two subsequent to the death of said Thomas L. Hume that he obtained from the plaintiff in the cross-bill, the said Annie G. Hume, the keys of the private safe of the said Thomas L. Hume, or that he opened said safe and removed papers therefrom, but says that on October 24th, 1881, Mr. Samuel Paul, president of the Virginia Life Insurance Company and uncle of Mrs. Annie G. Hume, one of the plaintiffs in the cross-bill, called at the store-house of Hume, Cleary & Co., No. 807 Market Space N. W., and asked for the life insurance policies of Thomas L. Hume, and being informed that they were in the private safe of the deceased, said Paul produced the key to said safe (which he is informed he (Paul) received
625 from the aforesaid Mrs. Annie G. Hume), and the safe was opened at his, Mr. Paul's, request, in the presence of Mr. James K. Cleary and himself; that Mr. Paul stated that it was of the utmost importance that the insurance companies should have immediate notice of the death of the said Thomas L. Hume; that the insurance policies were taken out of the safe by Mr. Paul, and these were all the papers that were removed at that time; that, at the request of Mr. Paul, written notices were sent to the several insurance companies, and Mr. Paul took possession of said policies; admits it to be true, as stated, that the said safe was opened before administration on the estate of the said Thomas L. Hume, and that the said keys were delivered to the administrators after the grant of letters of administration.

626 Exhibit A. H. No. 1. Albert Harper, Examiner.

M. E. PICKRELL, Surv. Ex.,
v.
A. G. HUME, F. & M. NAT. BANK, & NAT. BANK OF REPUBLIC. } Equity, 8460.

Bill charges that Nat. Bank of Republic is in possession of 98 shares of stock of F. & M. Nat. Bank, of par value $100 per share, and claims title to the same; that said stock belongs to estate of A. H. Pickrell, and prays that the Bank of Republic be decreed to deliver the same to said estate.

Answer of Bank of Republic that plaintiff and Thomas L. Hume assigned 15 shares of said stock in blank, on the 17th May, 1879, and that said stock was received as collateral security on note of Thomas L. Hume for $1,500 & 6% interest; that A. H. Pickrell assigned 83 shares of said stock to Thomas L. Hume on 1st Sept., 1876, and that same was delivered as collateral security for note of said Hume for $8,000.

627 Cross-bill of Nat. Bank of Republic, setting forth assignment of 15 shares of stock as in answer, and that the amount for which the same was held as collateral was, on 26 April, 1883, $1,662.15; also setting up assignment of 83 shares of stock as in answer, and that the amount for which the same was held as collateral was, on 26 April, 1883, *was* $8,836, and claiming title to said stock.

Answer of Mary E. Pickrell to cross-bill denies title of said bank to said stock as collateral to notes of Thomas L. Hume, and that said stock was not assigned to pay debts of the estate of A. H. Pickrell.

ANNIE G. HUME
vs.
MARY E. PICKRELL, Surv. Exec., POTOMAC INS. CO., and EXECUTORS OF WM. GUNTON. } Equity, 8461.

628 Bill charges that the executors of Wm. Gunton are in possession of certain shares of the stock of the Potomac Ins. Co. and claim title to the same; that said stocks belongs to the estate of A. H. Pickrell and prays (Exhibit A. H. No. 1, Albert Harper, examiner) that the executors of Gunton be decreed to deliver the same to estate of A. H. Pickrell. Answer of executors of Wm. Gunton charge that a certificate for 40 shares of said stock were assigned on 28 May, 1879, by Mary E. Pickrell & Thomas L. Hume, executors of A. H. Pickrell; that Thomas L. Hume gave his note for $3,000, dated 7th March, 1879, to order of and endorsed by A. H. Pickrell; that on 7 June, 1879, Hume paid $1,000 on account of said note and gave a renewal note of $2,000 at 60 days, & that Gunton accepting 40 shares of stock in lieu for the endorsement of A. H. Pickrell, and that said stock is now held for note of Thomas L. Hume for $2,000, with 8% — from July 21st, 1881.

629 The promissory notes mentioned in the above-described suits are the same referred to in the depositions of Benj'n U. Keyser, pages 135 to 138, inclusive; Mayhew Plater, page 161; Edward Temple, page 341; R. K. Elliott, commencing on page 324, and of Frank Hume, on pages 169 to 172 and 186 to 188, complainant's original testimony.

It is hereby stipulated and agreed between the respective counsel that the foregoing statement (Exhibit A. H. No. 1) may be here read in evidence, with the same effect as if the contents thereof were formally proven, subject to all legal exceptions that might have been taken to the original records, if offered, as to their competency and relevancy in these causes.

It is further stipulated and agreed between the respective counsel that at the hearing of the causes the statute laws of the State of Connecticut and of the State of Virginia, whether public or
630 private acts, may be read from the printed official laws of the said States, respectively, with the same force and effect as if such statutes had been offered and proven in evidence by duly certified copies of the same, subject to the same legal exceptions as to their relevancy and competency in these causes as could have been taken if they were so offered and proven.

Mr. Totten, solicitors for the defendants, here offer- and file- in evidence certified copies of the charter and of the amendments thereto of the Maryland Life Insurance Company of Baltimore.

Mr. Edwards, solicitors for the complainants, object- to said charter and the amendments thereof as incompetent and irrelevant in these causes, but no objection is made to the filing of certified copies thereof in lieu of the originals.

Said certified copies of said charter and of the amendments thereto are herewith filed in evidence and marked "Exhibit A. H.
631 No. 2 and Exhibit A. H. No. 3."

(See following pages.)

Thereupon adjournment is taken until Tuesday next, at 2 o'cl'k p. m.

EXHIBIT A. H. No. 2. Albert Harper, Examiner.

MARYLAND, *sct:*

At a session of the General Assembly of Maryland begun and held at the city of Annapolis on the 6th day of January, 1864, his excellency Augustus W. Bradford being Governor, the following law was enacted, to wit:

Chapter 362.

An act to incorporate the "Maryland Life Insurance Company of Baltimore."

SECTION 1. Be it enacted by the General Assembly of Maryland that A. H. Barnitz, J. K. Caldwell, Simon Grinsfelder, James Glass-

gon, William Hanna, Lewis Sutton, W. Alexander, George
632 A. Mills, and Thomas Kemp, their associates, successors, and assigns, shall be, and they are hereby, incorporated as a body politic under and by the name of the "Maryland Life Insurance Company of Baltimore," and by that name shall have perpetual succession, sue and be sued, implead and be impleaded, make and use a common seal, and the same to break, alter, and amend at pleasure, when and as they may think proper, and exercise and enjoy all the rights, privileges, and immunities of and appertaining to a body politic and corporate.

Exhibit A. H. No. 2. Albert Harper, Examiner.

SECTION 2. And be it enacted, That the business of the said corporation shall be to make insurance on the lives of individuals and accidents by travel, and every insurance appertaining there-
633 to or connected with such risks, and to grant, purchase, or dispose of annuities.

SECTION 3. And be it enacted, That there shall be a guarantee capital of at least one hundred thousand dollars, to be divided into shares of twenty dollars each, which shall be personal property, transferable on the books of the company in conformity with its by-laws.

SECTION 4. And be it enacted, That the said guarantee capital stock shall be invested in the securities of the United States, the State of Maryland, or of the city of Baltimore, either one or all of said securities, and the same deposited with the treasurer of this State as a guarantee for the payment of the policies of insurance issued by said company, and the said company, from time to time, as they shall deem proper, may sell and dispose of said
634 securities and exchange, and redeposit the same with the said treasurer, under such rules and regulations for said exchange and redeposit as said treasurer shall direct, the said company confining the said business (Exhibit A. H. No. 2.—Albert Harper, examiner) of sale, dispositions, and exchange of said securities to either or all of the said securities above named in this section, the interest and profits accruing and made on said securities and the sale or exchange thereof to be collected by and paid over to said company.

SECTION 5. And be it enacted, That the said A. H. Barnitz, I. K. Caldwell, Simon Grinsfelder, James Glassgon, William Hanna, Lewis Sutton, W. Alexander, George A. Mills, and Thomas Kemp be, and they are hereby, constituted and appointed commissioners, or a majority of them, to open books in the city of Baltimore at such
635 time and in such manner and used under such rules and regulations as they or a majority of them shall deem proper, to take the subscriptions to the said guarantee capital stock; and when the sum of twenty-five thousand dollars shall have been subscribed and actually paid in and invested in either or all of the securities hereinbefore named and the said securities deposited with the

treasurer of this State as aforesaid, and the said treasurer's certificate therefore obtained and published in one or more newspapers of the city of Baltimore, the said company shall organize by the election and appointment of its officers, agents, and servants (Exhibit A. H. No 2.—Albert Harper, examiner), and thereupon at once commence and conduct its business.

SECTION 6. And be it enacted, That the corporate powers of
636 said company shall be vested in and exercised by a board of directors and *and* such officers and agents as they may appoint.

SECTION 7. And be it enacted, That an election for directors of said company shall be held annually, on the second Tuesday of May, next succeeding the organization of said company, in the city of Baltimore, and the board shall give at least ten days' notice thereof in two daily newspapers published in said city. The board of directors to be elected as aforesaid shall consist of nine persons, a majority of whom shall be citizens of the State of Maryland, and at least one-half of whom shall be proprietors of at least twenty shares each of the said guarantee stock.

SECTION 8. And be it enacted, That each share-holder at the elections for directors shall be entitled to one vote for each and
637 every share of the said guarantee capital stock standing in his name on the books of the company; and any person insured for life, paying a premium of at least seventy-five dollars per annum or a sum in installments equal thereto, and any person entitled to an annuity of not less (Exhibit A. H. No. 2—Albert Harper, examiner) than seventy-five dollars per annum, shall have one vote; and any member of the company entitled to vote for directors may do so by proxy, duly authorized in writing.

SECTION 9. And be it enacted, That five directors shall constitute a quorum for the transaction of business; a less number may meet and adjourn from time to time until a quorum be present.

SECTION 10. And be it enacted, That the board of directors, selected as aforesaid, upon entering upon the discharge of their
638 duties, shall elect one of their own number, being a citizen of this State, president of the company.

SECTION 11. And be it enacted, That the said board of directors shall establish the principal office of said company in the city of Baltimore, but they may constitute and establish agencies when and where as they may deem proper; they shall have power to enact by-laws, rules, and regulations for the government of its officers, agents, and servants, and the management of its affairs not inconsistent with this act or the constitution and laws of this State. The said by-laws from time to time may — alter-, amend-, or be added to by a majority vote of the board of directors, for which purpose the board of directors shall be convened by notice in writing to each
639 director (Exhibit A. H. No. 2—Albert Harper, examiner) expressing the alteration, amendment, or addition proposed to be made, and the yeas and nays shall be taken and recorded in the books of minutes on each question. It may regulate the amount of premium and the mode, manner, time, and instalments of the pay-

ment of the same. It shall possess all the powers usually vested in boards of directors not inconsistent with the provisions of this act.

SECTION 12. And be it enacted, That the capital of the company may be increased indefinitely by the accumulation of profits, except as hereinbefore provided. The accumulated capital shall be presented by scrip, and shall be issued from time to time to the policy holders.

SECTION 13. And be it enacted, That the holders of the
640 guarantee capital shall be entitled to an annual interest not exceeding seven per cent., the first payment thereof to be made at the expiration of one year from the date of the issue of policies by the company; the holders of the scrip shall be entitled to an annual interest not exceeding six per cent.: Provided, There shall remain of the receipts of the company sufficient for that purpose after payment of the current expenses and losses of the company and adequate provision for outstanding policies. In (Exhibit A. H. No. 2—Albert Harper, examiner) case there shall not remain of the receipts of the company for any year after paying the losses and expenses of that year and providing for outstanding policies sufficient to pay the interests provided for in this section the interests on the
641 guarantee capital shall be paid first and the balance, if any, be divided *pro rata* among the holders of the scrip.

SECTION 14. And be it enacted, That after the current expenses, losses, and interests provided for in the preceding section are ascertained for each year and paid, and an adequate provision for outstanding policies made, one-eighth of the profits shall be paid the holders of the guarantee capital; the remaining seven-eighths shall be issued in scrip, once every three years, proportional to the holders of policies which shall have been in existence for one year previous to such issue and which policy shall be unexpired. In case of the death of an insured party scrip for his or her proportion of the profits which may have accrued previous to his decease and since the last issue of scrip shall at the next succeeding time of issuing scrip be issued to his or her legal representatives or assigns. The first issue of scrip as aforesaid may be made on the first day of
642 January next after three (Exhibit A. H. No. 2—Albert Harper, examiner) years from the organization of said company or at such time as the board of directors shall direct, and all subsequent issues of scrip shall be made tri-annually from the first day of January in the last preceding year in which scrip was or would have been issued if the profits of the company would have allowed such issue, or within thirty days thereafter, but in making such issue of scrip no fraction of a year shall be allowed. After such profits shall amount to five hundred thousand dollars, the directors may, in their discretion, apply the further profits to the payment of the scrip issue for profits, and new scrip shall be issued for profits for each year.

SECTION 15. And be it enacted, That the scrip shall be exhausted in the payment of the liabilities of the company before the guarantee capital shall be impared, and all scrip for profits shall
643 contain a provision to that effect. In case the losses of any one year shall exceed the profits of that year the excess shall be

assessed on all outstanding scrip, and shall be charged to the holders thereof, respectively; interest thereafter shall be payable at the rate of six per cent. per annum upon the amount of scrip as reduced by such assessment (except as herein otherwise provided) until such amount shall be further reduced by losses or until such scrip shall be redeemed by profits (Exhibit A. H. No. 2—Albert Harper, examiner).

SECTION 16. And be it enacted, That any person insuring in the company who shall omit any premium or any periodical payment due from him to the company shall thereby forfeit to the company all claims under his policy and all previous payments made
644 by him, except that in case any scrip shall have been issued the right thereto shall not be effected by such default.

SECTION 17. And be it enacted, That the board of directors, may for the benefit of the company, purchase all policies of insurance and other obligations issued by the company, and may also extinguish by purchase all claims and demands of policy holders for profits declared or accumulating.

SECTION 18. And be it enacted, That it shall be lawful for any married woman by herself and in her name or in the name of any third person, with his assent, as her trustee, cause to be insured in said company, for her sole use, the life of her husband for any definite period or for the term of his natural life; and in case of her surviving her husband the sum or net amount of the insur-
645 ance becoming due and payable by the terms of the insurance shall be payable to her and for her own use, free from the claims of the representatives of the husband or of any of his creditors; in case of the death of the wife before the decease of the hus- the amount of insurance may be made payable after death to her children for their use, and to their guardian, if under age.

SECTION 19. And be it enacted, That this act shall take effect from and after its passages, but may be altered, amended, or repealed by the Legislature of Maryland at its pleasure.

By the House of Delegates.

This engrossed bill, the original of which passed the House of Delegates by yeas and nays on the 7th day of March, 1864, was this
646 day read and assented to.

By order:
WM. K. COLE, *Cl'k.*

[THE GREAT SEAL.]

A. W. BRADFORD.

By the Senate.

This engrossed bill, the original of which passed the Senate by yeas and nays on the 10th day of March, 1864, was this day read and assented to.

By order:
C. HARWOOD, *Sec'ty.*

MARYLAND, *sct:*

I, Spencer C. Jones, clerk of the court of appeals of Maryland, do hereby certify that the foregoing is a full and true copy of the act of the General Assembly of Maryland of which it purports to be a copy, as taken from the original law, belonging to and deposited in the office of the clerk of the court of appeals aforesaid.

In testimony whereof I have hereunto set my hand as clerk and

affixed the seal of the said court of appeals this 4th day of October, A. D. 1883.

[L. S.] SPENCER C. JONES,
Clerk Court of Appeals of Maryland.

647 Exhibit A. H. No. 2. Albert Harper, Examiner.

MARYLAND, *sct:*

I, James L. Bartol, chief judge of the court of appeals of Maryland, do hereby certify that Spencer C. Jones is clerk of the said court of appeals, and that the foregoing attestation by him is in due form and by the proper officer.

Given under my hand this fourth day of October, eighteen hundred and eighty-three.

JAMES L. BARTOL.

MARYLAND, *sct:*

I, Spencer C. Jones, clerk of the court of appeals of Maryland, do hereby certify that the Honorable Jas. L. Bartol, who has signed the foregoing certificate, is and at the time of so doing was chief judge of the court of appeals of Maryland, and that full faith and credit are due to his acts as such.

648 In testimony whereof I have hereunto set my hand as clerk and affixed the seal of the said court of appeals this 4th day of October, A. D. 1883.

[L. S.] SPENCER C. JONES,
Clerk Court of Appeals of Maryland.

STATE OF MARYLAND, EXECUTIVE DEPARTMENT.

I, William J. Hamilton, Governor of the State of Maryland, do hereby certify that Spencer C. Jones is clerk of the court of appeals of Maryland, and as such keeper of the acts and resolutions of the General Assembly of the State, and that full faith and credit are due and ought to be given to his acts as such.

In testimony whereof I have hereto set my hand and affixed the great seal of the State of Maryland on this fourth day of October, in the year of our Lord one thousand eight hundred & eighty-three.

[L. S.] WILLIAM J. HAMILTON.

By the Governor:
JAS. T. BRISCOE, *Secretary of State.*

649 EXHIBIT A. H. No. 3. Albert Harper, Examiner.

MARYLAND, *sct:*

At a session of the General Assembly of Maryland, begun and held at the city of Annapolis, on the 2nd day of January, 1867, his excellency Thomas Swann, being Governor, the following law was enacted, to wit:

Chapter 86, entitled An act to repeal sections eight, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, and nineteen of

an act passed on the tenth day of March, eighteen hundred and sixty-four, and entitled An act to incorporate the Maryland Life Insurance Company of Baltimore, an- to re-enact in lieu thereof the following sections:

SECTION 1. Be it enacted by the General Assembly of Maryland, That sections eight, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, and nineteen of an act to incorporate the
650 Maryland Life Insurance Company of Baltimore, passed at the session of eighteen hundred and sixty-four, chapter three hundred and sixty-two, be, and the same are hereby, repealed; and the following sections, numbered eight, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, and eighteen, be enacted in lieu thereof.

SECTION 8. That each shareholder at the elections for directors shall be entitled to one vote, in person or by written proxy, for each and every share of the said guarantee capital stock standing in his (Exhibit A. H. No. 3—Albert Harper, examiner) name on the books of the company; and any person insured for life paying a premium of at least seventy-five dollars per annum, or a sum in installments equal thereto, and any person entitled to an annuity of not less than seventy-five dollars per annum shall be entitled to one vote in person.

651 SECTION 12. That the capital of the company may be increased indefinitely by the accumulation of profits and be invested, over and above the said one hundred thousand dollars, in real and personal property in the manner and at the time determined upon by the said board of directors.

SECTION 13. That the holders of the said guarantee capital shall be entitled to an annual dividend not exceeding seven per centum, the first payment thereof to be made at the expiration of one year from the date of the issue of the first policy of the company.

SECTION 14. That the board of directors shall, every three years or oftener, in their discretion, after having reserved a sum sufficient to pay the said dividend, and after having made an adequate provision for outstanding policies and the payment of the cur-
652 rent expenses and losses of the company, ascertain the net profits of the business of the company and pay one-eighth of the same to the holders of the said guarantee capital, and equitably credit the holders of the several (Exhibit A. H. No. 3—Albert Harper, examiner) classes — participating policies with the remaining seven-eighths, and determine the time and manner of paying the same.

SECTION 15. That any person insuring in the company who shall omit any premium or any periodical payment due from him to the company shall thereby forfeit to the company all claims under his policy, and all previous payments made by him, unless there be expressed in his policy a non-forfeiture of the same.

SECTION 16. That the board of directors may, for the benefit of the company, purchase all policies of insurance and other obligations issued by the company, and may also extinguish by
653 purchase all claims and demands of the policy-holders.

SECTION 17. That it shall be lawful for any married woman,

by herself or in her name or in the name of any third person, with his consent as her trustee, to be caused to be insured in said company, for her sole use, the life of her husband, for any definite period or for the term of his natural life, and in case of her surviving her husband the sum or net amount of the insurance becoming due and payable by the terms of the insurance shall be payable to her to and for her own use, free from the claims of the representatives of her husband or of any of his creditors. In case of the death of the (Exhibit A. H. No. 3—Albert Harper, examiner) wife before the decease of the husband the amount of insurance may be made payable after the death of the husband to her childeren or, if
654 under age, to their guardian for their use; in the event of their being no children, she may have power to devise, and if dying intestate, then to go the next of kin.

SECTION 18. That this act shall take effect from the date of its passage.

By the House of Delegates.

1867.

This engrossed bill, the original of which passed the house of delegates by yeas and nays Feb. 28th, 1867, was this day read and assented to.

By order:

W. R. COLE,
Chief Clerk.

[THE GREAT SEAL.]

THO. SWANN.

By the Senate.

1867.

This engrossed bill, the original of which passed the senate by yeas and nays Feb. 27, 1867, was this day read and assented to.

By order:

A. GASSAWAY,
Sec't'y.

MARYLAND, *sct:*

I, Spencer C. Jones, clerk of the court of appeals of Maryland, do hereby certify that the foregoing is a full and true copy of the act of the General Assembly of Maryland, of which it purports to be a copy, as taken from the original law belonging to and
655 deposited in the office of the clerk of the court of appeals aforesaid.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court of appeals this 4th day of October, A. D. 1883.

[L. S.]

SPENCER C. JONES,
Clerk Court of Appeals of Maryland.

656 Exhibit A. H. No. 3. Albert Harper, Examiner.

MARYLAND, *sct:*

I, James L. Bartol, chief judge of the court of appeals of Maryland, do hereby certify that Spencer C. Jones is clerk of the said court of appeals, and that the foregoing attenntion by him is in due form and by the proper officer.

Given under my hand this fourth day of October, eighteen hundred and eighty-three.

JAS. L. BARTOL.

MARYLAND, *sct:*

I, Spencer C. Jones, clerk of the court of appeals of Maryland, do hereby certify that the Honorable Jas. L. Bartol, who has signed the foregoing certificate, is and at the time of so doing was chief judge of the court of appeals of Maryland, and that full faith and credit are due to his acts as such.

In testimony whereof I have hereunto set my hand as clerk
657 and affixed the seal of the said court of appeals this 4th day of October, A. D. 1883.

[L. S.] SPENCER C. JONES,
Clerk Court of Appeals of Maryland.

STATE OF MARYLAND, EXECUTIVE DEPARTMENT.

I, William J. Hamilton, Governor of the State of Maryland, do hereby certify that Spencer C. Jones is clerk of the court of appeals of Maryland, and as such keeper of the acts and resolutions of the General Assembly of the State, and that full faith and credit are due and ought to be given to his acts as such.

In testimony whereof I have hereto set my hand and affixed the great seal of the State of Maryland on this fourth day of October, in the year of our Lord one thousand eight hundred and eighty-three.

[L. S.] WILLIAM J. HAMILTON.

By the Governor:
JAS. T. BRISCOE, *Secretary of State.*

658 TUESDAY, *October 16th*, 1883—2 o'cl'k p. m.

Met pursuant to adjournment.
Owing to absence of witnesses and solicitors, adjourned to—

SATURDAY, *October 20th*, 1883—2 o'clock p. m.

Met pursuant to adjournment.
Owing to absence of solicitors for the complainant, adjourned to—

WEDNESDAY, *October 24th*, 1883—2 o'c'k p. m.

Met pursuant to adjournment.
Owing to absence of solicitors for the complainant, adjourned to—

SATURDAY, *Oct.* 27, 1883—2 o'clock p. m.

Met pursuant to adjournment.
Owing to absence of solicitors for the complainant, adjourned subject to notice.

SATURDAY, *November 10th*, 1883—1 o'clock p. m.

Met pursuant to adjournment.
Present: Solicitors for respective parties; also the examiner and—

CLEMENT W. HOWARD, who, being produced as a witness, of lawful age, for and on behalf of the defendants and being first duly sworn, deposes and says:

Direct examination by Mr. HOLDSWORTH GORDON:

659 Q. Please state your name, occupation, and residence.

A. Clement W. Howard; secretary Firemen's Insurance Company; Washington, D. C.

Q. Will you please state if at any time your company had insurance on any property of the late Adolphus H. Pickrell?

A. We had.

Q. State whether on account of that insurance you paid over any money to anybody; and, if so, to whom.

Mr. PERRY, Mr. EDWARDS: Solicitors for the complainants object to this testimony as incompetent and irrelevant.

A. Thomas L. Hume.

Mr. PERRY: Answer objected to for the same reason.
Mr. EDWARDS: " " " " " " "

Q. How much?
A. $1,520.

Mr. PERRY: Answer objected to for the same reason.
Mr. EDWARDS: " " " " " " "

Q. Have you any evidence of the payment of that money?

Mr. PERRY: Same objection to question.
Mr. EDWARDS: " " " "

660 A. Yes, sir; I have here a check on the Bank of Washington.

Mr. PERRY: Same objection to the answer.
Mr. EDWARDS: " " "

Mr. GORDON: Solicitors for the defendants here offer and file in evidence a copy of said check, and it is agreed that a copy thereof may be here filed in lieu of the original (which is marked, for identification, Exhibit A. H. No. 4), which will be produced at the hearing, if desired, and which is as follows:

(See next page.)

Q. Are you familiar with any of the signatures on this check which is marked "Exhibit A. H. No. 4?

A. I am with that of Thomas L. Hume.

Q. Do you know that to be his signature?

EXHIBIT A. H. No. 4.

Loss by Fire.

Office of the Firemen's Ins. Co. of Washington & Georgetown.

No. 60. WASHINGTON, D. C., *April 8th*, 1880.

Bank of Washington pay to the order of Thos. L. Hume,
661 adm's. A. H. Pickrell estate, fifteen hundred & twenty dollars.
$1,520.00. A. A. WILSON, *President.*

Attest: C. W. HOWARD, *Secretary.*

Endorsed: Mary E. Pickrell, executrix. Thomas L. Hume, executor. Thomas L. Hume. M. G. Emery, pres't.
C. W. HOWARD.

Subscribed and sworn to before me this 13th day of Dec., A. D. 1883.
ALBERT HARPER, *Examiner.*

JOHN S. SWORMSTEDT, being produced as a witness, of lawful age, for and on behalf of the complainant and being duly sworn, deposes and says:

Direct examination by Mr. GORDON:

Q. Please state your name, occupation, and residence.
A. John S. Swormstedt; agent of the "Charter Oak Insurance Company;" Washington, D. C.
662 Q. Will you state whether the company you represent at any time issued a policy of insurance on the life of Adolphus H. Pickrell? If so, please state for how much, in whose name it was issued, and if the loss on it was paid to anybody, and to whom.
Mr. PERRY, Mr. EDWARDS: Solicitors for the complainants object to the question as incompetent and irrelevant.

A. It did. The Charter Oak Life Insurance Company had two policies on the life of Adolphus H. Pickrell, and both were paid, the particulars and exact amount of which will be shown by a copy of the draft which I gave to Mr. Gordon.

Mr. PERRY: Answer objected to for the same reason.
Mr. EDWARDS. " " " "
Mr. GORDON: Solicitors for the defendants here offer in evidence said copy of draft, and it is agreed that the said copy may be here filed in evidence (and marked Exhibit A. H. No. 5), in lieu of
663 and subject to the same legal objections which solicitors for the complainants might make to the filing of the original, which will be produced at the hearing of these causes if desired.
J. S. SWORMSTEDT.

Subscribed and sworn to before me this 13th day of December, A. D. 1883.

ALBERT HARPER, *Examiner.*

Said copy is as follows:

To the Charter Oak Life Insurance Company of —:

No. 1382. HARTFORD, CONN., *Sept. 5th*, 1879.

Pay to the order of Mary E. Pickrell & Annie G. Hume two thousand and sixteen $\frac{48}{100}$ dollars, being in full for all claims under policy Nos. 53129 & 68205, terminated by the death of Adolphus H. Pickrell.

This draft is payable only when accompanied by policies Nos. 53129 & 68205, duly receipted by the payees above named.

{ The Charter Oak Life Ins. Co. of Hartford, Conn. Paid Sept. 10th, 1879. Charles E. Dustin, cashier. }

$2,016.48. (Signed) CHARLES E. WILLARD, *Sec'y.*

A true copy.
Attest: W. H. HART.

663½ Endorsements on the other side: Mary E. Pickrell, Annie G. Hume, Thomas L. Hume, executor. Pay D. L. Holden, cashier, or order for collection for account of Nat'l Bank of (can't read it). Chas. S. Bradley, c'h'r. Pay J. R. Redfield, Esq., cashier, or order collection acc't Leather Manuf'rs' Nat'l Bank. D. L. Holden, cashier. D. L. Holden, cashier.

A true copy.
Attest: W. H. HART.

664 THURSDAY, *November 22nd*, 1883—2 o'clock p. m.

Met pursuant to agreement.

Present: J. Holdsworth Gordon, Esq., of solicitors for defendants; Messrs. Perry, Fendall, and Edwards, solicitors for the complainants; also the examiner and—

MARY E. PICKRELL (recalled).

Direct examination by Mr. GORDON:

Q. Testimony was given here the other day by Mr. Clement Howard, who was secretary of the Firemen's Insurance Company of Washington and Georgetown, that he had turned over the sum of $1,520, by check to Mrs. Hume, on account of the loss by fire of the warehouse on Water street, insured in this company. State whether you received any of that money or the check.

Mr. PERRY: Objected to as incompetent, irrelevant, and immaterial.

Mr. EDWARDS: Objected to as incompetent, irrelevant, and immaterial.

A. No, sir; I did not.

665 Mr. PERRY: Same objection to the answer.
Mr. EDWARDS: " " "

Q. Did you ever receive any part of the sum of $2,016.48 paid by the Charter Oak Life Insurance Company of Hartford, Conn., on account of the death of your late husband?

Mr. PERRY: Same objection to the question.
Mr. EDWARDS: " " "

A. I did not.

Mr. PERRY: Same objection to the answer.
Mr. EDWARDS: " " "

MARY E. PICKRELL.

Subscribed and sworn to before me this 22nd day of Nov., A. D. 1883.

ALBERT HARPER, *Examiner.*

666 ANNIE GRAHAM HUME (recalled).

Direct examination by Mr. GORDON:

(Mr. PERRY: Solicitors for the complainants object to the competency of Mrs. Hume as a witness to testify in these proceedings.
Mr. EDWARDS: Same objection.)

Q. Please state whether you have ever received from any one any portion of the sum of $2,016.48 paid by the Charter Oak Life Insurance Company of Hartford, Conn., on account of the death of your late father.

Mr. PERRY: Objected to as incompetent, irrelevant, and immaterial.
Mr. EDWARDS: Objected to as incompetent, irrelevant, and immaterial.

A. No, sir.

Mr. PERRY: Same objection to the answer.
Mr. EDWARDS: " " " "

Q. Did you ever receive anything on account of the $1,520 paid by the Firemen's Insurance Company of Washington and
667 Georgetown on account of loss by fire of property of your father on Water street?

Mr. PERRY: Same objection to the question.
Mr. EDWARDS: " " " "

A. No, sir.

Mr. PERRY: Same objection to the answer.
Mr. EDWARDS: " " " "

ANNIE G. HUME.

Subscribed and sworn to before me this 22nd day of Nov., A. D. 1883.

ALBERT HARPER, *Examiner.*

Mr. GORDON: We here notify solicitors for complainants that testimony on behalf of the defendants is here closed.

I further certify that the foregoing depositions (containing printed pages) were written down by me in short-hand from the statements when and where as *as* made by the deponents thereof and were afterward transcribed into print under my supervision and thereupon read and subscribed by the respective deponents in my presence.

668 I further certify that my fees for taking, certifying and returning said depositions have been paid to me by the defendants.

I further certify that I am not of counsel nor in anywise interested in these causes.

ALBERT HARPER,
Examiner in Chancery.

669 *A. H. Pickrell's Will, Stipulation as to. Filed Aug.* 21, 1885.

It is hereby stipulated and agreed that the (foregoing) copy of the will of Adolphus Pickrell may be interpolated into the record of the suits Nos. 7906, 8011, 8012, and 8013, equity, supreme court of the District of Columbia, and read and considered as evidence therein in behalf of the defendants.

(Signed) REGINALD FENDALL,
Of Counsel for Hume's Adm'ors.
EDWARDS & BARNARD,
Solicitors for Central Nat'l B'k.

670 I, Adolphus H. Pickrell, of Georgetown, in the District of Columbia, having, under the blessing of a kind Providence, lived more than fifty years in the enjoyment of physical health and unimpaired mental faculties, do now make, publish, and declare this instrument of writing to be my last will and testament, hereby revoking all former wills by me made.

I hereby constitute and appoint my beloved wife, Mary E. Pickrell, and my highly esteemed son-in-law, Thomas L. Hume, executors of this my said will, and having unlimited confidence in their integrity and capacity to discharge the trusts hereby reposed in them it is my desire that they shall be required to that end simply to give their individual bond without any additional security.

After payment of my just debts and charges I dispose of my estate as follows:

I hereby give and devise the whole of said estate, real, personal, and mixed, of whatsoever description and wheresoever situated, whether in possession, reversion, or remainder, to my said wife,

Mary E. Pickrell, for and during the term of her natural life,
671 in case she shall so long continue my widow; but in the event of her marrying again at any time after my decease then and in such case I revoke the aforesaid devise to her and direct that the same shall thereafter cease and determine, and in lieu thereof it is my desire that she shall take such portion of my estate only as she would have been entitled to under the law in case of my intestacy, and that the residue of said estate shall vest in interest and possession immediately in my beloved daughter, Annie G. Hume, wife of said Thomas L. Hume, her heirs, executors, administrators, and assigns.

After my said wife's death I give and devise the remainder of my estate to my aforesaid daughter, Annie G. Hume, her heirs, executors, administrators, and assigns.

Trusting, as I do, implicitly in the prudence and judgment of my executors, I hereby authorise and empower them to incumber, sell, and convey, lease, or otherwise dispose of any of my aforesaid property and reinvest the proceeds of such disposition in their dis-
672 cretion, subject always, however, to the provisions and limitations of this my will.

In testimony whereof I have hereunto set my hand and seal this 23d day of August, in the year of our Lord eighteen hundred and seventy-two (1872).

A. H. PICKRELL. [SEAL.]

Signed, sealed, published, and declared by Adolphus H. Pickrell, the testator, as and for his last will and testament in our presence, who have, at his request, in his presence and in the presence of each other, hereunto subscribed our names as attesting witnesses.

MAYHEW PLATER.
GEO. B. BARNARD.
HUGH CAPERTON.

673 DISTRICT OF COLUMBIA, *To wit:*

Supreme Court of the District of Columbia, Holding a Special Term for Orphans' Court Business.

MAY 14TH, 1879.

This day appeared Mayhew Plater and George B. Barnard, two of the subscribing witnesses to the foregoing last will and testament of Adolphus H. Pickrell, late of the District of Columbia, deceased, and severally made oath on the Holy Evangels of Almighty God that they did see the testator therein named sign this will; that he published, pronounced, and declared the same to be his last will and testament; that at the time of so doing he was, to the best of their apprehension, of sound and disposing mind and capable of executing a valid deed or contract, and that their names as witnesses to the aforesaid will were signed in the presence and at the request of testator and in the presence of each other and of Hugh Caperton, the other witness, who also subscribed his name in their presence;

and, further, that it is well known to them that said Caperton has departed this life.

Test: A. WEBSTER,
Register of Wills.

674 DISTRICT OF COLUMBIA, *To wit:*

I, Hiram J. Ramsdell, register of wills for the District of Columbia, do hereby certify that the foregoing is a true copy of the original will of Adolphus H. Pickrell, deceased, and the probate thereto, filed and recorded in the office of the register of wills for the District of Columbia aforesaid, and also that the said will, after having been proven by the witnesses whose names appear in the foregoing probate, was, by order of the supreme court of the District of Columbia, holding a special term for orphans' court business, duly admitted to probate and record on the 14th day of May, A. D. one thousand eight hundred and seventy-nine.

In testimony whereof I hereunto subscribe my name and affix the seal of the said supreme court, special term for orphans' court business, this twentieth day of August, anno Domini 1885.

[Seal Supreme Court of the District of Columbia, Probate Jurisdiction.]

H. J. RAMSDELL,
Register of Wills for the District of Columbia.

675 *Stipulation of Counsel as to Will of A. H. Pickrell. Filed Aug.* 21, 1885.

It is hereby stipulated and agreed that the foregoing copy of the will of Adolphus H. Pickrell may be interpolated into the record of the suits Nos. 7906, 8011, 8012, and 8013, equity, supreme court of the District of Columbia, and read and considered as evidence therein in behalf of the defendants.

(Signed) EDWARDS & BARNARD,
For the Complainant, The Central National Bank of Washington City.

676 *Depositions — Behalf Complainant- in Rebuttal Filed Jan'y* 31, 1884.

In the Supreme Court of the District of Columbia.

CENTRAL NATIONAL BANK *et al.* *vs.* HUME *et al.* } Equity Nos. 7906, 8011, 8012, 8013 (Consolidated).

Be it remembered that at an examination of witnesses begun and held on the 16th day of January, A. D. 1884, at the law office of Reginald Fendall, Esq., in Washington city, D. C., personally appeared before me, Albert Harper, an examiner in chancery of said court, the within-named William Morgan and Charles A. James, who, being produced as a witness-, of lawful age, for and on behalf of

the complainant- (in rebuttal) and being first duly sworn and cautioned to tell the truth, the whole truth, and nothing but the truth touching the matter at issue in the above-entitled causes (consolidated), did depose and say as follows:

677 WEDNESDAY, *January 16th*, 1884—1 o'clock p. m.

Met pursuant to foregoing notice.

Present: Messrs, Perry, Fendall, and Edwards, solicitors for complainants; J. Holdsworth Gordon, Esq., of solicitors for defendants; also the examiner and—

WILLIAM MORGAN, who, being produced as a witness, of lawful age, for and on behalf of the complainants in rebuttal and being first duly sworn, deposes and says:

Direct examination by Mr. EDWARDS:

Q. Please state your name, age, occupation, and residence.

A. William Morgan; 70 years of age; assistant assessor of the District of Columbia, Washington, D. C.

Q. How long have you been assistant assessor of the District of Columbia?

A. For some years.

Q. Have you been such since 1880?

A. Yes, sir.

Q. And you have been employed in the office of the Dis-
678 trict of Columbia as tax clerk for how long?

A. Since 1861.

Q. As assistant assessor you have under your charge the tax books of the District of Columbia showing the assessments of real estate and the parties in whose name it is assessed?

A. Yes, sir.

Q. I wish you to state whether you have made an examination of the assessment books of the District of Columbia for the year 1881 for the purpose of ascertaining the amount of real estate taxed on said books in the name of Adolphus Pickrell; if so, state the amount.

A. I did, and find property assessed in his name in the year 1881 to the amount of $38,039.

Q. As I understand you, the tax books of the District of Columbia show real estate taxed in the name of Adolphus H. Pickrell for the year 1881 amounting to $38,039. Is that correct?

679 A. Yes, sir.

Q. Have you made a similar statement in respect to property standing in the name of Henry S. Davis on said book- for the year 1884; if so, please state the result.

A. I have, and find it assessed to the amount of $67,651.

Q. Have you made a similar examination in respect to property standing in the name of Frank Hume on the tax books of the District of Columbia for the year 1881; if so, state the result.

A. I have, and it is assessed to the value of $14,528.

Mr. GORDON: Solicitor- for the defendants object to this deposition as irrelevant, incompetant, and immaterial and waive cross-examination of the witness.

WILLIAM MORGAN.
Ass't Assessor.

Subscribed and sworn to before me this 30th day of January, A. D. 1884.

ALBERT HARPER, *Examiner.*

680 CHARLES A. JAMES, being produced as a witness, of lawful age, for and on behalf of the complainants, in rebuttal, and being first duly sworn, deposes and says:

Direct examination by Mr. PERRY:

Q. You are the cashier of the Bank of Washington, in this city?
A. I am.
Q. And you have lived in Washington city for a long time?
A. Yes, sir.
Q. You are well acquainted with the financial reputation of business men in this city?
A. To a certain extent I am.
Q. Do you know Mr. Henry S. Davis?
A. I do.
Q. Do you know Mr. Frank Hume?
A. I do.
Q. Do you consider Mr. Henry S. Davis good for the sum of twenty-five thousand dollars?
A. Yes, sir.
Q. How about Mr. Frank Hume?

681 A. Mr. Hume's credit is rated as high and his business strength largely in excess of $25,000. Upon that basis I consider him responsible for the amount named.

Mr. GORDON: Solicitors for defendants object to this deposition as irrelevant, incompetent, and immaterial and waive cross-examination of this witness.

C. A. JAMES.

Subscribed and sworn to before me this 28th day of January, A D. 1884.

ALBERT HARPER, *Examiner.*

682 Mr. EDWARDS: Solicitors for complainants here file in evidence certified copies of the bond of Thomas L. Hume and Mary E. Pickrell, as executors of Adolphus H. Pickrell, and of the first and final account of said executors, which are marked "Exhibits A. H. Nos. 6 and 7."

Mr. GORDON: To which solicitors for defendants object as irrelevant, incompetent, and immaterial.

Thereupon solicitors for complainants announce the testimony in rebuttal here closed.

ALBERT HARPER, *Examiner.*

I further certify that the foregoing depositions (containing four printed pages) were taken down by me as an examiner in chancery in short-hand from the statements when and as uttered by the deponents thereof, and were afterwards reduced to print by me and thereupon read over and subscribed by the respective deponents.

683 I further certify that my fee for taking such depositions has been paid to me by the complainants.

I further certify that I am not of counsel nor in anywise interested in said causes.

ALBERT HARPER, *Examiner.*

684 *First and Final Account of Mary E. Pickrell and Thomas L. Hume, Executrix and Executor of Adolphus H. Pickrell, Deceased, Due Notice Having Been Given by Public Advertisement. Filed Jan.* 31, 1884.

These accountants charge themselves with the amount of the inventory as follows, to wit:

		Appraised at.	Sold for.	
	Household furniture, &c.	$1,721 40		$1,721 40
	Cash on deposit in Farmers' & Mechanics' Nat'l B'k	2,610 75		2,610 75
	$9,800 capital stock Farmers' & Mechanics' Nat'l B'k, Geo'town	10,780		10,780
	$1,050 Georgetown gas stock	1,155		1,155
	$1,400 Washington city 5% quarterly stock	1,190		1,190
	$1,235 Washington city 6% quarterly stock (called)	1,173 25	$1,235	1,235
	$100 " " "	95		95
	$2,675 capital stock Potomac Ins. Co., Georgetown	3,210		3,210
	$350 stock of Georgetown Masonic Hall Association	140		140
	$500 New Mexico Mining Co. 1st-mortgage bonds	300	658	658
	$500 New Mexico Mining Co. stock	25		
		$22,400 40		$22,795 15
1879.	And with the following collections, to wit:			
July 5	From Farmers' & Mechanics' Nat'l B'k, dividend		392	
"	" " Georgetown Gas Co., "		42	
"	" " Potomac Ins. "		214	
Aug. 5	Life Insurance		2,100	
"	With cash from John Wilson on % note		451 62	
"	" " " E. H. Dougherty, notes		173 77	
"	" " " " "		126 54	
"	" interest on Washington city 6 % quarterly stock (called)		55 57	
"	" " " $1,400 " 5 " "		35	
"	" " " $100 " 6 " "		3	
1880.				
Jan'y 5	" dividend from Farmers' & Mechanics' Nat'l B'k		392	
"	" Georgetown Gas Co.		42	
"	" Potomac Ins. Co.		214	
July 5	" " Farmers' & Mechanics' Nat'l B'k		392	

First and Final Account of Mary E. Pickrell and Thomas L. Hume—Continued.

			Sold for.		
	Interest on same to June 19, '79, 4 mos., @ 8%		$66 66		
	" " from June 19, '79, to July 2, '80, 1 yr. & 13 days, @ 6%		155 34		$2,723 85
	Amounts forward			$27,653 65	$5,548 48
686	Amounts brought forward			$27,653 65	$5,548 48
	By paid Farmers' & Mechanics' Nat'l B'k of Geo'town, D. C.	Vou. 41			
	Note endorsed by A. H. Pickrell, dated Feb'y 17, '79		$4,000		
	Int. on same July 2d, 1880, 1 yr. & 136 days, @ 8%		439 23		
	Costs of protest		2 18		4,441 41
	" " register of wills this %	Vou. 42	32 70		
	" commissions on $27,653.65, @ 6½%		1,797 49		1,830 19
					$11,820 08
	Balance				15,833 57
				$27,653 65	$27,653 65
	Balance down			$15,833 57	
	Less amount retained by the executrix and executor to meet the disputed claim of Edward T. Offut, filed herewith, for		$17 12		50
	Balance				15,783 57
				$15,833 57	$15,833 57

Balance down			$15,783 57	
Distributal under the provisions of the last will and testament of said Adolphus H. Pickrell, deceased, as follows, to wit:				
To Mary E. Pickrell, widow, all				$15,783 57
			$15,783 57	$15,783 57

DISTRICT OF COLUMBIA, *To wit:*

OFFICE OF THE REGISTER OF WILLS, *February 4th*, 1881.

This day appeared Thomas L. Hume, one of the executors as aforesaid, and made oath on the Holy Evangels of Almighty God that the foregoing account as stated is just and true; that they have *bona fide* paid or secured to be paid the several sums for which they claim credit and allowance.

Test:

A. WEBSTER,
Register of Wills, D. C.

DISTRICT OF COLUMBIA, *To wit:*

Supreme Court of the District of Columbia.

OFFICE OF THE REGISTER OF WILLS.

I hereby certify that the aforegoing is a true copy from the original first and final account of Mary E. Pickrell and Thomas L. Hume, executrix and executor of Adolphus H. Pickrell, deceased, filed in the office of the register of wills for the District of Columbia.

Witness my hand and the seal of the supreme court of the District of Columbia, special term for orphans' court business, this 12th day of January, A. D. 1884.

[Seal S. C. D. C.]

H. J. RAMSDELL,
Register of Wills, D. C.

687 EXHIBIT A. H. No. 7. Albert Harper, Examiner.

DISTRICT OF COLUMBIA, *County of Washington*, } *To wit:*

In the Supreme Court of the District of Columbia, Holding a Special Term for Orphans' Court Business.

Know all men by these presents that we, Mary E. Pickrell, Thomas L. Hume, Frank Hume, and Henry S. Davis, of the District of Columbia aforesaid, are held and firmly bound unto the United States of America in the full sum of twenty thousand dollars, current money of said States, to be paid to the said United States, their certain attorney or assigns; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, in and for the whole, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 14th day of May, in the year of our Lord one thousand eight hundred and seventy-nine.

Whereas the above-bounden Mary E. Pickrell and Thomas L. Hume are about taking out from the supreme court of the District of Columbia letters testamentary on the personal estate of Adolphus H. Pickrell, late of the District of Columbia, deceased:

The condition of the above obligation is such that if the above-bounden Mary E. Pickrell and Thomas L. Hume shall well and

truly perform the office of executrix and executor of Adolphus H. Pickrell, late of the District of Columbia, deceased, according to law and shall in all respects discharge the duties of them required by law as executrix & executor aforesaid without any injury or damage to any person interested in the faithful performance of the said office, then the above obligation shall be void; it is otherwise to be in full force and virtue in law.

MARY E. PICKRELL. [SEAL.]
THOMAS L. HUME. [SEAL.]
FRANK HUME. [SEAL.]
HENRY S. DAVIS. [SEAL.]

Signed, sealed, and delivered in the presence of—
A. WEBSTER.

Approved:

MACARTHUR, *Justice.*

DISTRICT OF COLUMBIA, *Washington County,* } *To wit:*

We, Mary E. Pickrell and Thomas L. Hume, do swear that we will well and truly administer the goods, chattels, personal estate, and credits of Adolphus H. Pickrell, late of the District of Columbia, deceased, to the best of our knowledge, according to law, and will give a just account of our administration when thereto we shall be lawfully called, so help us God.

MARY E. PICKRELL.
THOMAS L. HUME.

Sworn and subscribed before me this 14th day of May, A. D. 1879.
Test:
A. WEBSTER,
Register of Wills.

DISTRICT OF COLUMBIA, *To wit:*

Supreme Court of the District of Columbia.

OFFICE OF THE REGISTER OF WILLS.

I hereby certify that the aforegoing is a true copy from the original bond of Mary E. Pickrell & Thomas L. Hume, executrix and executor of Adolphus H. Pickrell, late of the District of Columbia, deceased, filed and recorded in the office of the register of wills for the District of Columbia.

Witness my hand and the seal of the supreme court of the District of Columbia, special term for orphans' court business, this 3rd day of December, A. D. 1883.

[Seal S. C. D. C.]

H. J. RAMSDELL,
Register of Wills, D. C.

688 *Hearing in General Term, 1st Instance. Filed Mar. 6, 1884. R. J. Meigs, Clerk.*

Supreme Court of the District of Columbia.

CENTRAL NATIONAL BANK
v.
HUME *et al.*
} Eq. No. 7906.

and

HUME'S ADM'RS
v.
HUME *et al.*
} Eq., 8011, 8012, & 8013.

It is, this 6th day of March, 1884, ordered that the above causes be heard in the general term in the first instance.

By the court:

MACARTHUR, *Justice.*

689 *Motion to Dissolve Order Consolidating Causes. Filed Dec. 9, 1884. R. J. Meigs, Clerk.*

Supreme Court District of Columbia.

THE CENTRAL NATIONAL BANK
vs.
ANNIE G. HUME *et al.*
} Eq., 7906.

R. ROSS PERRY *et al.*, Adm'rs,
vs.
THE CONN. MUT. LIFE INS. CO. *et al.*
} Eq., 8011.

R. ROSS PERRY *et al.*, Adm'rs,
vs.
LIFE INS. CO. OF VA. *et al.*
} Eq., 8012.

R. ROSS PERRY *et al.*, Adm'rs,
vs.
THE HARTFORD LIFE — ANNUITY INS. CO. *et al.*
} Eq., 8013.

Consolidated by order January 2nd, 1883.

And now comes the defendants, Annie G. Hume, The Maryland Life Ins. Company, The Conn. Mut. Life Ins. Company, The Life Ins. Co. of Virginia, and moves the court to dissolve and set
690 aside the order of the court at special term in these causes consolidating the same because said order operates unjustly against the defendants and the same is not in accordance with the rules of this court or of the statute in such cases made and provided, it not appearing that it was reasonable so to do.

ENOCH TOTTEN,
GORDON & GORDON,
Solicitors for Defendants, Humes.

Sec. 921, R. S.

691 *Final Decree, General Term. Filed Jan.* 5, 1885. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia, in General Term, January 5, 1885.

THE CENTRAL NATIONAL BANK OF WASHINGTON CITY
vs.
ANNIE G. HUME and THE MARYLAND LIFE INSURANCE COMPANY OF BALTIMORE. } Equity No. 7906.

R. ROSS PERRY and REGINALD FENDALL, Administrators of Thomas L. Hume *et al.*
vs.
THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY *et al.* } Equity No. 8011.

R. ROSS PERRY and REGINALD FENDALL, Adm'rs, &c.,
vs.
THE LIFE INSURANCE COMPANY OF VIRGINIA *et al.* } Equity No. 8012.

R. ROSS PERRY and REGINALD FENDALL, Administrators, &c.,
vs.
THE HARTFORD LIFE AND ANNUITY INSURANCE COMPANY *et al.* } Equity No. 8013.

692 The above causes, consolidated, having been ordered by the special term to the general term for hearing in the first instance, came on to be heard at this term and were argued by counsel and considered by the court; and thereupon it is, this 5th day of January, 1885, ordered, adjudged, and decreed that the defendant, Annie G. Hume, is entitled to receive all the money paid or payable on account of the policies of insurance or certificates issued by the said annuity company, whether the same has been paid into the registry of the court or not, less the amount of money paid for premiums by Thomas L. Hume, deceased, subsequent to the month of February, 1874, with interest thereon from the date of such payments, respectively, up to the 4th day of January, 1883, which premiums and interest amount to the sum of $2,696.10, as follows, to wit:

Maryland Life Insurance Co. of Baltimore.

17th February, 1881, cash	$242 26
Int. from Feb'y 17, '81, to Jan'y 4, '83, 1 year 10 months 17 days	27 33
	$269 59

693 Connecticut Mutual Life Insurance Company of Hartford, Conn.

13th June, 1881. Cash	$245 30
Int. from June 13, '81, to Jan'y 4, 83, 1 yr. 6 months 20 days	22 90
	$268 20

Hartford Life and Annuity Company, Hartford, Conn.

March 28, 1880. 5 policies, @ $10.00 each	$50 00
Int. from M'ch 28, '80, to Jan'y 4, 1883, 2 years 9 months 6 days	8 30
Dues 25c. per month, 5 policies 33 months	41 25
	$99 55

Life Insurance Company of Virginia.

	An'l prem.
Premium, $230.80 less 15 % div. of $34.62	$196 18
1874, April 23d. Cash	196 18
Int. fron Ap'l 23, '74, to Jan'y 4, '83, 8 y. 8 mo. 11 da.	102 36
1875, April 23d. Cash	196 18
Int. from Ap'l 23, '75, to Jan'y 4,' 83, 7 y. 8 mo. 11 da.	90 59
1876, April 23. Cash	196 18
Int. from Ap'l 23, '76, to Jan'y 4, '83, 6 yr. 8 mo. 11 da.	78 82
1877, Ap'l 23. Cash	196 18
Int. from Ap'l 23, '77, to Jan'y 4, '83, 5 yr. 8 mo. 11 da.	67 05
1878, Ap'l 23. Cash	196 18
694 Int. from Ap'l 23, '78, to Jan'y 4, '83, 4 yr. 8 mo. 11 da	55 28
1879, Ap'l 23. Cash	196 18
Int. from Ap'l 23, '79, to Jan'y 4, '83, 3 yr. 8 mo. 11 da.	43 51
1880, Ap'l 23d. Cash	196 18
Int. from Ap'l 23, '80, to Jan'y 4, '83, 2 yr. 8 mo. 11 da.	31 74
1881, Ap'l 23. Cash	196 18
Int from Ap'l 23, '81, to Jan'y 4, '83, 1 yr. 8 mo. 11 da.	19 97
	$2,058 76
Total premiums and interest	$2,696 10

It is further ordered, adjudged, and decreed that the clerk of this court, out of the moneys in his hands credited to these causes, pay over to R. Ross Perry and Reginald Fendall, administrators of the estate of Thomas L. Hume, deceased, the said sum of $2,696.10 less the amount of costs taxable against them, as hereinafter stated.

It is further ordered, adjudged, and decreed that the clerk of the court pay the residue of the funds aforesaid in his hands to the said Annie G. Hume, or to her counsel for herself, or for herself and

as guardian, as the case may be, less the costs properly chargeable against her, as hereinafter ordered and directed.

695 It is further ordered, adjudged, and decreed that the decree *pro confesso* against the defendant, The Hartford Life and Annuity Insurance Company of Hartford, Connecticut, be, and the same is, made absolute; and, further, that said company pay over to the said Annie G. Hume or her counsel the sum of five thousand dollars ($5,000.00), the amount due on the certificate issued by said company, payable on the death of the said Thomas L. Hume to the said Annie G. Hume, and her receipt shall be a full and final discharge of said company, and that execution therefor issue as at law.

It is further ordered, adjudged, and decreed that the orders of the special term herein be, and the same are hereby, modified so as to conform to this decree.

It is further ordered, adjudged, and decreed that the parties hereto pay their own costs, respectively, except the insurance com-

696 panies, and that the said Annie G. Hume pay all the costs properly taxable against the defendants.

And from this decree the Central National Bank of Washington city, Benjamin U. Keyser, receiver of the German-American National Bank; The Farmers' and Mechanics' National Bank of Georgetown, D. C., George W. Cochran, and R. Ross Perry and Reginald Fendall, administrators of Thomas L. Hume, parties to these causes, pray and appeal to the Supreme Court of the United States, which is allowed, the penalty of the appeal bond or bonds being fixed at one thousand dollars ($1,000) each, to be approved by a justice of this court and to operate as a supersedeas.

By the court:

D. K. CARTTER, *Ch'f Just.*

697 *Notice of F. & M. N. B. for Approval of Bond. Filed Jan.* 6, 1885. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia. In Equity.

THE CENTRAL NAT. BANK, &c., *vs.* ANNIE G. HUME *et al.* } Nos. 7906, 8011, 8012, 8013, Consolidated.

And now comes the complainant, The Farmers' & Mechanics' National Bank of Georgetown, D. C., by its solicitor, C. M. Matthews, and makes application for the approval of the bond hereto annexed & herewith ordered, said bond when approved to act as a supersedeas of the decree rendered January 5th, 1885, in the above causes, or the appeal allowed from said decree by the above court in general term, at its October term, 1884, to the Supreme Court of the United States.

C. M. MATTHEWS,
Sol'r for The Farmers' & Mechanics' Nat. Bank of G. T., D. C.

698 *Farmers' & Mechanics' National Bank's Notice of Bond's Approval. Filed Jan.* 9, 1885. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia. In Equity.

THE CENTRAL NATIONAL BANK OF WASHINGTON City, The Farmers' & Mechanics' National Bank of Georgetown, *et al.*
vs.
ANNIE G. HUME *et al.*
Nos. 7906, 8011, 8012, 8013, Consolidated.

To Gordon & Gordon & Enoch Totten, solicitors for defendant-:

Please take notice that at 10½ o'clock a. m., on Friday, January 9th, 1885, I shall call up before one of the justices then holding the general term the application for approval of the bond to operate as a supersedeas, as prescribed in the decree passed on the 5th day of January, 1885, in the above cause; said bond is in the penalty of $1,000, and the proposed sureties thereon are Mayhew Plater and Robert E. Frey, each resident in Georgetown, in said District.

Jan. 6, 1885.

C. M. MATTHEWS,
Solicitor for the Farmers' & Mechanics' National Bank of Georgetown, D. C.

Mayhew Plater, No. 3337 N. street; Robert E. Frey, No. 1530 30th street.

699 Personally appeared Charles M. Matthews this 9th January, 1885, and made oath that on the 6th January, 1885, he did serve upon Messrs. Gordon & Gordon, for themselves & Enoch Totten, solicitor for defendant, a notice of which the foregoing and annexed is a true copy.

CHARLES M. MATTHEWS.

Sworn to & subscribed before me this 9th day of January, 1885.

R. J. MEIGS, *Clerk*,
By L. P. WILLIAMS,
Ass't Clerk.

700 *Bond of Farmers' & Mechanics' Bank. Filed Jan'y* 9, 1885.

In the Supreme Court of the District of Columbia, the 6th day of January, 1885. In Equity.

THE CENTRAL NATIONAL BANK OF WASHINGTON City, The Farmers' & Mechanics' Bank of Georgetown, D. C., *et al.*
vs.
ANNIE G. HUME *et al.*
Nos. 7906, 8011, 8012, 8013, Consolidated.

In error.

Know all men by these presents that we, The Farmers' & Mechanics' National Bank of Georgetown, D. C., Mayhew Plater, and

Robert E. Fray, of said Georgetown, D. C., are bound unto the above-named Annie G. Hume, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume in the sum of one thousand dollars, to be paid to said parties herein named as obligees and each of them, and their, her, or his executors or administrators; to which payment, well and truly to be made, said bank binds itself and its successors, and said other obligor- bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals and dated this 6th day of January, 1885.

Whereas the above-named The Farmers' and Mechanics' National Bank of Georgetown, D. C., has prosecuted an appeal to the Supreme Court of the United States to reverse the decree rendered in the above suit by the said supreme court of the District of Columbia:

Now, therefore, the condition of this obligation is that if the above-named The Farmers' & Mechanics' National Bank of Georgetown, D. C, shall prosecute its said appeal to effect and answer all damages and costs if it shall fail to make good *his* plea, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue.

THE FARMERS' & MECHANICS' NATIONAL BANK OF GEORGETOWN, D. C.,
By HENRY M. SWEENY, *President.*
MAYHEW PLATER. [SEAL.]
ROBERT E. FREY. [SEAL.]

Sealed and delivered in presence of—
CHAS. W. EDMONSTON.
LEVINS FREY.

Approved January 9th, 1885.

D. K. CARTTER,
Ch'f Just.

701 *Notice of Approval G. W. Cochran's Bond. Filed Jan'y* 15, 1885.

In the Supreme Court of the District of Columbia.

THE CENTRAL NAT'L B'K & *al.* *vs.* ANNIE G. HUME *et al.* } Equity Nos. 7906, 8011, 8012 & 8013.

To Messrs. E. Totten & Gordon & Gordon, solicitors for defendants:

You are hereby notified that on Thursday, the 15th day of January, 1885, at 10 o'clock a. m., or at the opening of the court in general term, or as soon thereafter as counsel can be heard, the complainant, George W. Cochran, will present the bond hereto annexed to one of the justices of said court for approval, and to act when approved as a supersed-as of the decree passed by said general term

in these causes on Jan'y 5, 1885, on the appeal heretofore taken from said decree and allowed to the Supreme Court of the United States.

EDWARDS & BARNARD,
For Compl't, Geo. W. Cochran.

Service and copy acknowledged this 12th day of January, 1885.

ENOCH TOTTEN,
GORDON & GORDON,
For Def'ts Humes.

Served on me. E. T.

702 *Bond of George W. Cochran. Filed Jan'y* 15, 1885.

In the Supreme Court of the District of Columbia, the 10th day of January, 1885. In Equity.

THE CENTRAL NATIONAL BANK *et al.* *vs.* ANNIE G. HUME *et al.* } Nos. 7906, 8011, 8012, & 8013 (Consolidated).

Know all men by these presents that we, George W. Cochran and Frank H. Burns, of the District of Columbia, are bound unto the above-named Annie G. Hume, of the said District, in the sum of one thousand dollars ($1,000), to be paid to the said Annie G. Hume, her executors or administrators; to which payment, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals and dated this tenth day of January, 1885.

Whereas the above-named George W. Cochran has prosecuted an appeal to the Supreme Court of the United States to reverse the decree rendered in the above suit by the said supreme court of the District of Columbia:

Now, therefore, the condition of this obligation is that if the above-named George W. Cochran shall prosecute his said appeal to effect and answer all damages and costs if he shall fail to make good his plea, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue.

GEORGE W. COCHRAN. [SEAL.]
FRANK H. BURNS. [SEAL.]

Sealed and delivered in the presence of—
BENJAMIN D. CRAMER.

Approved by the court.

D. K. CARTTER,
Chief Justice.

703 *Motion for Approval of Adm'rs' Bond. Filed Feb'y* 24, 1885.

In the Supreme Court of the District of Columbia.

CENTRAL NAT'L BANK & *al.* *vs.* ANNIE G. HUME *et al.* } Equity Nos. 7906, 8011, 8012, & 8013, Consolidated.

To Messrs. E. Totten & Gordon & Gordon, solicitors for def'ts Hume:

You are hereby notified that on Monday, the 23d day of February, 1885, at 10 o'clock a. m., or as soon thereafter as counsel can be heard, we will submit to the court in general term our bond in the penalty of $1,000, with George W. Cochran (whose place of business is No. 1115 Pennsylvania avenue northwest, in Washington city, D. C.) as surety, & to operate as a supersedeas of the decree of said general term passed in this cause Jan'y 5th, 1885.

R. ROSS PERRY,
REGINALD FENDALL,
Administrators of Thos. L. Hume.

Service and copy acknowledged this 18th day of February, 1885.

GORDON & GORDON,
TOTTEN,
Sol's for Defendants Hume.

704 *Filed Feb'y* 25, 1885.

In the Supreme Court of the District of Columbia, the 29th day of January, 1885.

THE CENTRAL NATIONAL BANK *et al.* *vs.* ANNIE G. HUME *et al.* } Nos. 7906, 8011, 8012, and 8013, Consolidated.

In error.

Know all men by these presents that we, R. Ross Perry & Reginald Fendall, administrators of Thomas L. Hume, deceased, as principals, and George W. Cochran, as surety, are bound unto the above-named Annie G. Hume, of said District, in the sum of one thousand dollars, to be paid to the said Annie G. Hume, her executors or administrators; to which payment, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals and dated this 29th day of January, A. D. 1885.

Whereas the above-named R. Ross Perry and Reginald Fendall, administrators of Thomas L. Hume, deceased, have prosecuted an appeal to the Supreme Court of the United States to reverse the de-

cree rendered in the above suit by the said supreme court of the District of Columbia:

Now, therefore, the condition of this obligation is that if the above-named R. Ross Perry and Reginald Fendall, administrators of Thomas L. Hume, deceased, shall prosecute his said appeal to effect and answer all damages and costs if they shall fail to make good their plea, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue.

R. ROSS PERRY, [SEAL.]
REGINALD FENDALL, [SEAL.]
Administrators of T. L. Hume.
GEO. W. COCHRAN. [SEAL.]

Sealed and delivered in presence of—
JAS. S. EDWARDS.

Approved Feb. 24th, 1885.

D. K. CARTTER, *Ch'f Just.*

705 *Appeal to Supreme Court of the U. S. Filed Mar.* 3, 1885. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

CENTRAL NATIONAL BANK OF WASHINGTON CITY *vs.* ANNIE G. HUME *et al.* } Equity # 7906.

PERRY and FENDALL, Administrators, *vs.* ANNIE G. HUME *et al.* } Equity # 8011.

PERRY and FENDALL, Administrators, *vs.* ANNIE G. HUME *et al.* } Equity # 8012.

and

PERRY and FENDALL, Administrators, *vs.* ANNIE G. HUME *et al.* } Equity # 8013.

Consolidated.

And now comes the said defendant, Annie G. Hume, and appeals to the Supreme Court of the United States from the decree
706 of the general term of the supreme court of the District of Columbia in the above causes, the said causes having been consolidated.

GORDON & GORDON AND
ENOCH TOTTEN,
For Appellant, Annie G. Hume.

Allowed this 2nd day of March, 1885.

D. K. CARTTER,
Ch'f Just.

Citation. Filed Mar. 3, 1885.

DISTRICT OF COLUMBIA, *To wit:*

To the Farmers' & Mechanics' National Bank, Georgetown, D. C., and Geo. W. Cochran, the Central National Bank of Washington city, and R. Ross Perry and Reginald Fendall, administrators:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at Washington on the second Monday of October next, pursuant to an appeal filed in the clerk's office of the supreme court of the District of Co-
707 lumbia, wherein Annie G. Hume is appellant and you are appellees, to show cause, if any there be, why the decree in the said appeal mentioned should not be corrected, so that speedy justice be done the parties in that behalf.

Witness D. K. Cartter, chief justice of the said supreme court of the District of Columbia.

Due service of the foregoing citation admitted and acknowledged this 7th day of March, 1885.

C. M. MATTHEWS,
For the F. & M. Nat. B'k, G. T., D. C.
REGINALD FENDALL,
Adm'r of T. L. Hume, Dec'd.
R. ROSS PERRY,
Adm'r of T. L. Hume, Dec'd.
EDWARDS & BARNARD,
For the Central National Bank of Washington City & Geo. W. Cochran.

708 *Bond of Appeal, Annie G. Hume. Filed Mar.* 10, 1885. *R. J. Meigs, Clerk.*

In the Supreme Court of the District of Columbia.

CENTRAL NATIONAL BANK OF WASHINGTON CITY
vs.
ANNIE G. HUME *et al.*
} Equity No. 7906.

R. ROSS PERRY and REGINALD FENDALL, Administrators of Thomas L. Hume, *et al.*
vs.
THE CONNECTICUT MUTUAL LIFE INS. CO. *et al.*
} Equity No. 8011.

PERRY AND FENDALL, Admin'rs, &c.,
vs.
LIFE INS. CO. OF VIRGINIA *et al.*
} Equity No. 8012.

PERRY and FENDALL, Administrators, &c.,
vs.
THE HARTFORD LIFE AND ANNUITY INS. CO. *et al.*
} Equity No. 8013.

Consolidated.

Know all men by these presents that we, Annie G. Hume,
709 O. C. Green, and W. E. Pickrell are bound unto the above-

named Central National Bank of the city of Washington and R. Ross Perry and Reginald Fendall, administrators, in the sum of two hundred and fifty dollars ($250.00), to be paid to the said Central National Bank and R. Ross Perry and Reginald Fendall, administrators, their executors or administrators; to which payment, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors and administrators, firmly by these presents.

Sealed with our seals and dated this 2nd day of March, 1885.

Whereas the above-named Annie G. Hume has prosecuted an appeal to the Supreme Court of the United States to reverse the decree rendered in the above-consolidated suits by the said supreme court of the District of Columbia on the — day of January, 1885:

Now, therefore, the condition of this obligation is that if
710 the above-named Annie G. Hume shall prosecute her said appeal to effect and answer all costs if she shall fail to make good her plea, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue.

ANNIE G. HUME. [SEAL.]
O. C. GREEN. [SEAL.]
W. E. PICKRELL. [SEAL.]

Signed, sealed, and delivered in the presence of—
WM. CRUIKSHANK.

The above bond is approved this 9th day of March, 1885.
D. K. CARTTER,
Ch'f Just.

711 *Citation of Appellants. Filed June* 1, 1855. *R. J. Meigs, Clerk.*

Administrators Perry and Fendall.

In the Supreme Court of the District of Columbia.

CENTRAL NATIONAL BANK OF WASHINGTON CITY
v.
MARYLAND LIFE INSURANCE COMPANY *et al.*
} Equity No 7906.

R. ROSS PERRY and REGINALD FENDALL, Administrators,
v.
CONNECTICUT MUTUAL LIFE INSURANCE COMPANY *et al.*
} Equity No. 8011.

R. ROSS PERRY and REGINALD FENDALL, Administrators,
v.
LIFE INSURANCE COMPANY OF VIRGINIA *et al.*
} Equity No. 8012.

R. Ross Perry and Reginald Fendall, Administrators,
v.
Hartford Life & Annuity Insurance Company *et al.*
} Equity No. 8013.

Consolidated.

To the Maryland Life Insurance Company, the Connecticut Mutual Life Insurance Company, the Life Insurance Company of Virginia, the Hartford Life and Annuity Insurance Company, Annie G. Hume, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Rawlings Hume, Graham Hume, Mary E. Hume.

712 You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at Washington on the second Monday of October next, pursuant to appeal taken January 5th, 1885, in the supreme court of the District of Columbia or open court, wherein the Central National Bank of Washington city, the Farmers' and Mechanics' National Bank of Georgetown, D. C., George W. Cochran, Benjamin U. Keyser, receiver of the German-American National Bank, and R. Ross Perry and Reginald Fendall, administrators of Thomas L. Hume, are appellants and you are appellees, to show cause, if any there be, why the decree in the said appeal mentioned should not be corrected, so that speedy justice be done the parties in that behalf.

Witness D. K. Cartter, chief justice of the supreme court of the District of Columbia.

Service of the foregoing citation acknowledged this 20th day of May, A. D. 1885.

ENOCH TOTTEN,
For the Conn. Mu. Life Ins. Co., Annie G. Hume and Annie G. Hume, Guardian ad Litem.
HENRY E. DAVIS,
For the Life Insurance Company of Virginia.
CHAS. I. M. SWAIN,
For the Maryland Life Insurance Company.

712½ R. Ross Perry and Reginald Fendall, Administrators,
vs.
The Connecticut Mutual Life Insurance Company.
} Equity No. 8011, Doc. 22.

713 *Original Bill. Filed Jan'y* 23, 1882.

In the Supreme Court of the District of Columbia.

R. Ross Perry and Reginald Fendall, Administrators of Thomas L. Hume, Deceased, Plaintiffs,

v.

The Connecticut Mutual Life Insurance Company, Annie G. Hume and Adolphus P. Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume, Infants, Defendants.

Equity, No. 8011. Doc. 22.

To the supreme court of the District of Columbia:

The bill of complaint of said R. Ross Perry and Reginald —— administrators, respectfully shows—

714 1. That all the parties to this suit are residents of the District of Columbia, except defendants, The Connecticut Mutual Life Insurance Company, which is a body corporate under and by virtue of the laws of the State of Connecticut, doing business and having an agent in the said District.

2. That Thomas L. Hume, late of the said District, departed this life on the 23d day of October, A. D. 1881, in the said District, which was the place of his last domicile, intestate, and that letters of administration upon his personal estate were granted and committed by this court unto the plaintiffs on the 26th day of November, 1881, as will appear from the records of this court.

3. That the said deceased left him surviving his widow, the defendant, Annie G. Hume, and the hereinafter-named children, all of whom are infants, under the age of 14 years, and are unmarried, to wit, Adolphus P., Charles, Thomas L., Graham, Rawlings, and Mary E.

715 4. That the said Thomas L. Hume became and was insolvent on the first day of January, A. D. 1871, and that he so continued down to the time of his death, as these plaintiffs are informed and believe; that the only assets which have thus far come to the knowledge of the plaintiffs are certain live stock which have been sold by the plaintiffs, by the direction of this court, for the sum of about $4,000, and certain other articles of personal property which have been sold for about the sum of $300; that the ownership of the aforesaid live stock is claimed by Mary E. Pickrell, surviving executrix of the estate of Adolphus H. Pickrell, late of the said District, the father of the said defendant, Annie G. Hume, and that the title to the same is still unadjudicated and a subject of litigation in this court between the plaintiffs and the said surviving

716 executrix; that the plaintiffs have also received from the American Life Insurance and Trust company of Philadelphia, in the State of Pennsylvania, the net sum of $4,762.50, proceeds of a certain policy of life insurance in said company on the life of the said

deceased; that besides these the plaintiffs have been able to discover no other assets of the said estate save certain margins upon shares of stocks and other collateral securities pledged by the deceased to secure certain debts owed by him, which said margins amount to about $300; that the plaintiffs have further collected the sum of $339.85 upon certain claims due the deceased; that the plaintiffs are at present advised of no other assets of the estate of said deceased save as hereinafter stated; that the real estate left by the said de-
717 ceased was and is, as the plaintiffs are informed and believe, encumbered so near its full value as to render it extremely doubtful whether any part of the same can be appropriated to the payment of the claims of the creditors of the deceased.

4½. That the plaintiffs are not at present able to state the exact amount of the debts of the said deceased, but upon information and belief they aver the same will aggregate the sum of at least $150,000; that, as the plaintiffs are informed and believe, at least $100,000 of the said indebtedness was contracted originally prior to the year 1871 and that the same has continued by curtailments and renewals down to the time of the death of said Thomas L. Hume.

5. That within a short time before the death of said Thomas L. Hume, to wit, about twelve months previous, as plaintiffs are informed, and long after the said Hume had been indebted to
718 numerous persons and while he was in greatly embarrassed financial circumstances and insolvent he procured from the defendant, The Connecticut Mutual Life Insurance Company of the State of Connecticut, a policy of insurance upon his life for the sum of ten thousand dollars, the loss to be payable to the defendant, Annie G. Hume, his wife, or to his children, or to both his wife and children in case of his death, the exact terms of which the plaintiffs are unable to state, but which they ask may be discovered and set forth in the answers of defendants; that the premium or premiums for such policy of insurance was or were paid by said Thomas L. Hume, amounting to a large sum of money, to wit, the sum of about —— dollars, and the said policy was voluntarily procured and settled on his wife or his children or both as aforesaid at the expense of the creditors of said Thomas L. Hume and with-
719 out their knowledge or consent and for the purpose of delaying, hindering, and defrauding them in the collection of their debts.

6. That the plaintiffs are informed that the said defendant, The Connecticut Mutual Life Insurance Company, is about to pay over the said sum of ten thousand dollars, or the amount payable under said policy, to the defendant, Annie G. Hume, under the terms of said policy of insurance, notwithstanding the same should in equity and good conscience be first applied to the debts of said Thomas L. Hume so owing by him as aforesaid at the date the said premiums were paid and said policy procured.

7. That the plaintiffs are reliably informed and therefore aver that, in addition to the said policy of insurance so as aforesaid procured and paid for by said Thomas L. Hume, he, said Hume, also procured, paid for, and kept up other policies of insurance upon

720 his life in other companies for the use and benefit of his said wife and children, or for the benefit of one or the other, aggregating large sums of money, to wit, thirty thousand dollars and upward, or about that sum, all of which policies were procured, paid for, and kept up by him from moneys which should have been paid to his said creditors and which were applied by him, the said Thomas L. Hume, to the procuring and keeping up of this large amount of insurance at such times as he was largely indebted and insolvent, as complainant believes, and for the purpose of hindering, delaying, and defrauding his then creditors in the collection of their just debts, and the said debts have not been paid; and all said premiums for such insurance were paid without knowledge or
721 consent of the creditors of said Thomas L. Hume, and the said application of moneys to such purpose by him was not known to his creditors until since the death of said Hume.

8. That the said Annie G. Hume is the sole child of the late Adolphus H. Pickrell, of said District; that by his will, heretofore admitted to probate in this court, she, upon the death of her mother, who is still living and advanced in years, is sole devisee and legatee of real and personal property worth about $100,000, as the plaintiffs are informed and believe.

722 Wherefore the plaintiffs pray—

1. That said Annie G. Hume, her said children and the Connecticut Mutual Life Insurance Company, may be made parties defendant hereto and duly served with process herein, and that they be required to answer and discover fully the amount and date of payment of premiums on the said policy of insurance and the terms and beneficiaries therein.

2. That the said Annie G. Hume, her said children, their and her agents and attorneys, may be enjoined from receiving the said amount due upon the said policy of insurance, either in her own behalf or on behalf of her said children, pending this suit.

3. That the said defendant, The Connecticut Mutual Life Insurance Company, its agents and attorneys, may be enjoined from paying over to said defendant, Annie G. Hume, and her said
723 children or to their or her agents or attorneys the amount due and payable under the said policy, pending this suit.

4. That a receiver may be appointed by the court to take and hold the amount so due on the said policy to await the final decree of the court as to its proper disposition.

5. That all necessary accounts may be taken and reference had in the premises, to the end that the rights of the plaintiffs may be ascertained and established herein.

6. That the amount of the said insurance policy may be decreed to be assets of the said Thomas L. Hume, applicable to the payment *to the payment of the payment* of the debts owing by him at his death.

7. And that the plaintiffs may have such other and further relief in the premises as the nature of their case may require.

R. ROSS PERRY.
REGINALD FENDALL.

724 DISTRICT OF COLUMBIA, *ss:*

We do solemnly swear that we have read the foregoing bill by us subscribed and know the contents thereof, and that the facts therein stated upon our personal knowledge are true, and that the facts therein stated upon information and belief we believe to be true.

R. ROSS PERRY.
REGINALD FENDALL.

Subscribed and sworn before me Jan'y 23, 1882.

R. J. MEIGS, *Clerk*,
By R. J. MEIGS, JR., *Ass.*

725 *Subpœna to Answer. Issued Jan'y* 23, 1882.

In the Supreme Court of the District of Columbia. January 23d, 1882.

R. ROSS PERRY and REGINALD FENDALL, Adm'r-, &c., Complainant-,
against
THE CONNECTICUT MUTUAL LIFE INS. CO., the Defendant.
} No. 8011, Equity Docket 22.

The President of the United States to The Connecticut Mutual Life Insurance Co., Annie G. Hume, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume, infants, defendant-:

You are hereby commanded to appear in this court at its first special term occurring twenty days after service of this subpœna and answer the exigency of the bill under pain of attachment and such other process of contempt as the court shall award.

Witness D. K. Cartter, chief justice.

R. J. MEIGS, *Clerk, &c.*,
By R. J. MEIGS No. 3,
Ass't Clerk.

726 *Restraining Order. Issued Jan'y* 23, 1882.

The defendants are hereby restrained, as prayed in the within-mentioned bill, until further order, to be made, if at all, after a hearing, which is fixed for the 30th day of January, 1882, of which take notice.

By the court: A. WYLIE, *Justice.*

727 *Marshal's Return. Filed Feb'y* 2, 1882.

Summoned the Connecticut Mutual Life Insurance Co. by service on A. C. Gibbs, agent, and all the others January 24, 1882.

C. E. HENRY, *Marshal.*

his life in other companies for the use and benefit of his said wife and children, or for the benefit of one or the other, aggregating large sums of money, to wit, thirty thousand dollars and upward, or about that sum, all of which policies were procured, paid for, and kept up by him from moneys which should have been paid to his said creditors and which were applied by him, the said Thomas L. Hume, to the procuring and keeping up of this large amount of insurance at such times as he was largely indebted and insolvent, as complainant believes, and for the purpose of hindering, delaying, and defrauding his then creditors in the collection of their just debts, and the said debts have not been paid; and all said premiums for such insurance were paid without knowledge or consent of the creditors of said Thomas L. Hume, and the said application of moneys to such purpose by him was not known to his creditors until since the death of said Hume.

8. That the said Annie G. Hume is the sole child of the late Adolphus H. Pickrell, of said District; that by his will, heretofore admitted to probate in this court, she, upon the death of her mother, who is still living and advanced in years, is sole devisee and legatee of real and personal property worth about $100,000, as the plaintiffs are informed and believe.

Wherefore the plaintiffs pray—

1. That said Annie G. Hume, her said children and the Connecticut Mutual Life Insurance Company, may be made parties defendant hereto and duly served with process herein, and that they be required to answer and discover fully the amount and date of payment of premiums on the said policy of insurance and the terms and beneficiaries therein.

2. That the said Annie G. Hume, her said children, their and her agents and attorneys, may be enjoined from receiving the said amount due upon the said policy of insurance, either in her own behalf or on behalf of her said children, pending this suit.

3. That the said defendant, The Connecticut Mutual Life Insurance Company, its agents and attorneys, may be enjoined from paying over to said defendant, Annie G. Hume, and her said children or to their or her agents or attorneys the amount due and payable under the said policy, pending this suit.

4. That a receiver may be appointed by the court to take and hold the amount so due on the said policy to await the final decree of the court as to its proper disposition.

5. That all necessary accounts may be taken and reference had in the premises, to the end that the rights of the plaintiffs may be ascertained and established herein.

6. That the amount of the said insurance policy may be decreed to be assets of the said Thomas L. Hume, applicable to the payment *to the payment of the payment* of the debts owing by him at his death.

7. And that the plaintiffs may have such other and further relief in the premises as the nature of their case may require.

R. ROSS PERRY.
REGINALD FENDALL.

724 DISTRICT OF COLUMBIA, *ss:*

We do solemnly swear that we have read the foregoing bill by us subscribed and know the contents thereof, and that the facts therein stated upon our personal knowledge are true, and that the facts therein stated upon information and belief we believe to be true.

R. ROSS PERRY.
REGINALD FENDALL.

Subscribed and sworn before me Jan'y 23, 1882.

R. J. MEIGS, *Clerk,*
By R. J. MEIGS, JR., *Ass.*

725 *Subpœna to Answer. Issued Jan'y* 23, 1882.

In the Supreme Court of the District of Columbia. January 23d, 1882.

R. ROSS PERRY and REGINALD FENDALL, Adm'r-, &c., Complainant-,
against
THE CONNECTICUT MUTUAL LIFE INS. CO., the Defendant.
} No. 8011, Equity Docket 22.

The President of the United States to The Connecticut Mutual Life Insurance Co., Annie G. Hume, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume, infants, defendant-:

You are hereby commanded to appear in this court at its first special term occurring twenty days after service of this subpœna and answer the exigency of the bill under pain of attachment and such other process of contempt as the court shall award.

Witness D. K. Cartter, chief justice.

R. J. MEIGS, *Clerk, &c.,*
By R. J. MEIGS No. 3,
Ass't Clerk.

726 *Restraining Order. Issued Jan'y* 23, 1882.

The defendants are hereby restrained, as prayed in the within-mentioned bill, until further order, to be made, if at all, after a hearing, which is fixed for the 30th day of January, 1882, of which take notice.

By the court: A. WYLIE, *Justice.*

727 *Marshal's Return. Filed Feb'y* 2, 1882.

Summoned the Connecticut Mutual Life Insurance Co. by service on A. C. Gibbs, agent, and all the others January 24, 1882.

C. E. HENRY, *Marshal.*

728 *Answer Conn. Mut. Life Ins. Co. Filed Feb'y* 24, 1882.

In the Supreme Court of the District of Columbia.

R. Ross Perry and Reginald Fendall, Administrators of Thomas L. Hume, Deceased, Plaintiffs,

vs.

The Connecticut Mutual Life Insurance Company, Annie G. Hume, and Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume, Infants, Defendants.

The separate answer of the Connecticut Mutual Life Insurance Company.

Said defendant, The Connecticut Mutual Life Insurance Company, answering the said bill as to so much thereof as is deemed to be material and necessary for it to answer, says as follows:

First. It admits that it is a corporation, as averred in the first paragraph in the bill, and it also admits, upon information and
729 belief, the averments in the second and third paragraphs of the said bill.

Second. As to the matters and things set forth in paragraphs four and four and one-half, this defendant has no knowledge, and therefore neither admits nor denies the same.

Third. Answering the averments contained in the fifth paragraph of said bill, this defendant admits that it did, on the 13 day of June, 1880, issue a policy, numbered 161,925, on the life of Thomas L. Hume for the benefit of the defendant, Annie G. Hume, his wife, and the amount due on account of said policy is $9,925.49, being the amount of said policy less an indulgence of $105.00 and interest thereon, amounting to $4.06, with a credit of $34.56 belonging to the said policy; which sum of money, to wit, $9,925.49, is now in the hands of the attorney of this company, in the city of Washington,
730 which the defendant hereby offers to bring into court, to be disposed of as the court may order and direct.

Fourth. Further answering, this defendant says that in the application and warrantry forming a part of the contract between the parties to the said policy, the following covenant is entered into, to wit:

"It is agreed that the policy hereby applied for shall, if granted, be held to be issued and delivered at Hartford, in the State of Connecticut, and shall be in all respects construed and determined in accordance with the laws of that State;" and upon the back of said policy numbered 161,925 was printed the following, which is a true extract from the laws of the State of Connecticut, which extract, this defendant is advised and believes, forms a part of the covenants and agreements by and between the parties to the said policy—that is to say:

731 "Any policy of life insurance expressed to be for the benefit of a married woman or assigned to her, or in trust for her,

shall inure to her separate use, or, in case of her decease before payment, to the use of her children or *if* her husband's children, as may be provided in such policy; provided, that if the annual premium on such policy shall exceed three hundred dollars the amount of such excess with interest shall inure to the benefit of the creditors of the person paying the premium; but if she shall die before the person insured, leaving no children of herself or husband, the policy shall become the property of the person who has paid the premiums, unless otherwise provided in such policy."

Fifth. Further answering, this defendant says that, according to the rules and regulations of this company governing its busi-
732 ness, the policy holder is entitled to credit for a part of the premium, and all policies of the class to which that issued upon the life of Thomas L. Hume belongs contain, and said policy No. 161,925 did and does contain, the following provision, to wit:

"10th. That the sum of one hundred and five dollars of the first annual premium hereon is acknowledged as an indebtedness against this policy, with interest at six per cent. per annum, payable annually until paid, and that said indebtedness, unless sooner demanded, shall be due and payable at the maturity or other settlement of this policy."

And by reason of the said stipulation the amount of premium actually paid by Thomas L. Hume, deceased, was the sum of $245.30, and that said policy having been issued on the 13th day of June, 1880, but one premium on said policy became due and payable.

733 Sixth. And, having fully answered so much of said bill of complainant as it is advised by counsel is needful, this defendant prays to be hence dismissed, etc., etc.

THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY,
By JOHN M. TAYLOR, *Secretary.*

STATE OF CONNECTICUT, }
County of Hartford, } *ss:*

I, John M. Taylor, being first duly sworn, depose and say that I am the secretary of the Connecticut Mutual Life Insurance Company; that I have read the foregoing answer by me subscribed in the name of said company and know the contents thereof; that the facts therein stated positively are true, and that the facts
734 therein stated upon information and belief I believe to be true.

JOHN M. TAYLOR.

Subscribed and sworn to this 17th day of February, 1882, before me in the county and State aforesaid.

[L. S.] NATHAN F. PECK,
Notary Public.

735 *Answer A. G. Hume. Filed Feb'y* 24, 1882.

In the Supreme Court of the District of Columbia.

R. R. PERRY & R. FENDALL, Adm'r-,
v.
THE CONNECTICUT MUTUAL LIFE INS. CO. & Others. } Equity, 8011.

The separate answer of the defendant, Annie G. Hume, to the bill of complaint.

This defendant, for answer, says:

1. She admits the allegations in the first paragraph of the bill.

2. She admits the allegations in the second paragraph of the bill.

3. She admits the allegations in the third paragraph of the bill.

4. She denies that the said Thomas L. Hume became and was insolvent on the first day of January, A. D. 1871, and that he so continued to the time of his death, and she calls for proof of the
736 same if material to her. She knows nothing in regard to the allegations as to her assets of his estate, but has no reason to doubt the correctness of the same.

4½. She knows nothing of her own knowledge as to the amount of indebtedness of the said Thomas L. Hume, and, if material to her, she calls for strict proof of the same. She denies that any debts now existing against the estate of said Thomas L. Hume were contracted prior to the year 1871, and, if material to her, she calls for strict proof of the allegations in regard thereto.

5. In answer to the allegations in the fifth paragraph of the bill she says that on the 9th day of June, 1881, an application was made to the defendant, The Connecticut Mutual Life Insurance Company of Hartford, Connecticut, for a policy of insurance in the sum
737 of ten thousand dollars upon the life of the said Thomas L. Hume for the benefit of this defendant and her children, and that on the 13th day of June, 1881, the said Connecticut Mutual Life Insurance Company issued a policy, No. 161,925, insuring the life of said Thomas L. Hume for the said sum of ten thousand dollars, the amount due upon said policy to be paid at the office of said company at Hartford, Connecticut, to this defendant, as the wife of said Thomas L. Hume, and her children by him, who are the defendants, Adolphus P., Charles, Thomas L., Graham, Rawlings, and Mary E. Hume, or their legal representatives, upon receiving satisfactory evidence of the death of the insured, which said policy was delivered and is in the possession of this respondent and has never been transferred or assigned to any person whatever; that the annual premium upon said policy was the sum of three hundred and fifty dollars and thirty cents, of which amount
738 the sum of two hundred and forty-five dollars and thirty cents was paid in cash, and the balance, one hundred and five dollars, was, under the terms of said policy, acknowledged as an indebtedness against said policy, with interest at six per cent. per

annum, payable annually, until paid; said indebtedness, unless sooner demanded, to be due and payable at the maturity or other settlement of said policy, as will appear from a true copy of said policy which is filed herewith, marked "Exhibit A," and is prayed to be taken as part of this answer. She further says that no other sum or sums of money was paid to said company on account of said policy except the said sum of two hundred and forty-five $\frac{30}{100}$ dollars, which said sum she is advised and so charges was, under the terms of said policy, the amount of the first annual premium payable thereon.

739 And, further answering, she denies that said policy was procured at the expense of the creditors of said Thomas L. Hume or for the purpose of delaying, hindering, or defrauding them in the collection of their debts.

6. She believes that said insurance company is desirous to pay over the amount due upon said policy to her and her children under the terms of said policy, and she is advised and so avers that no part of said policy should be applied to the debts of the said Thomas L. Hume.

7. She admits that there were other policies of insurance upon the life of the said Thomas L. Hume, namely, a policy for ten thousand dollars, issued on the 17th February, 1881, by the Maryland Life Insurance Company of Baltimore, payable to this defendant for her sole use; a policy for ten thousand dollars, issued on

740 the 3rd April, 1872, by the Life Insurance Company of Virginia, for the sole use of this defendant and her children, by the said Thomas L. Hume; and certain certificates of insurance issued by the Hartford Life and Annuity Insurance Company for five thousand dollars, payable to this defendant for her own use; but she denies that either or any of said policies were procured, paid for, and kept up by the said Thomas L. Hume from money which should have been paid to his creditors, and that the same were procured for the purpose of hindering, delaying, or defrauding his creditors in the collection of their debts. She further says that, in addition to said named policies of insurance, she is informed that the said Thomas L. Hume had a policy of insurance in the American Life Insurance and Trust Company of Philadelphia, which has been collected by the plaintiffs in this cause.

741 8. She admits that she is the only child of the said Adolphus H. Pickrell, deceased, and that by his will she is the sole devisee of his estate, subject to the life estate therein of her mother, Mary E. Pickrell, who is living and is fifty-seven years of age. She denies that said estate is worth about $100,000, and, on the contrary, she says that none of the personal property belonging to the said estate is now in the possession of his executrix, the same being held by certain creditors of the said Thomas L. Hume, who claims title thereto, and that in consequence of numerous suits brought against the estate of her father for endorsements for said Thomas L. Hume she cannot say that said estate will have any value whatever in the event of said suits being decided adversely to said estate.

10. And, for further answer, she says she denies that the
742 plaintiffs or the creditors of the said Thomas L. Hume or any person or persons whatever except this defendant and her said children have any right or interest in the amount due upon the said policy of insurance mentioned in the fifth paragraph of the bill or in any part thereof.

That said policy was issued on the insurable interest of this defendant and her said children in the life of her husband and their father, and the benefit resulting therefrom cannot be applied to or for the use of any other person or persons except the persons whose insurable interest in the life of the insured procured the same.

That the creditors of the said Thomas L. Hume, if such exist, had an insurable interest in his life, and could have protected themselves by insurance founded on such interest, but she is advised and so charges that said creditors cannot avail themselves of the ben-
743 efits of a policy based upon the insurable interest of this defendant and her children. She denies that any portion of the money paid as premium upon said policy was paid with money which should have been applied to the payment of the debts of said Thomas L. Hume or was so paid in fraud of his creditors; and she says that when said premium was paid her mother was entitled to all the income arising from the estate of her said father, and to about one thousand dollars per annum in addition from property belonging to her separate estate, all of which income her said mother directed the said Thomas L. Hume to collect and use for her best interest and the best interest of this defendant and her children; that the said Thomas L. Hume collected said income, which was greatly in excess of all the annual insurance premiums paid
744 by him, and she charges that the premium upon the policy mentioned in the fifth paragraph of the bill was paid with a portion of said income.

And she further says that at the time said premium was paid the said Thomas L. Hume was largely indebted to the estate of her said father, which estate, as she is informed and believes, is the largest creditors of the estate of the said Thomas L. Hume; and that if the said premium was paid out of money belonging to the said Thomas L. Hume it was not paid in fraud of his creditors, but was for the purpose of protecting the rights of this defendant as legatee under the will of her father.

She further says that she is advised and so charges that the money due on said policy cannot, under the conditions of the same, be paid to any other person or persons except to this defendant and
745 her children, as said policy was issued subject to the conditions and agreements on the second page thereof, which are referred to as a part of the contract, said conditions being that "it is agreed that this policy is issued and delivered at Hartford, in the State of Connecticut, and is to be in all respects construed and determined in accordance with the laws of that State," and that the statute respecting policies of insurance issued for the benefit of married women in force in the State of Connecticut is printed on the back of said policy and is as follows: "Any policy of life insurance

expenses to be for the benefit of a married woman, or assigned to her, or in trust for her, shall insure to her separate use, or, in case of her decease before payment, to the use of her children or of her husband's children, as may be provided in such policy: Provided, That if the annual premium on such policy shall
746 exceed three hundred dollars, the amount of such excess, with interest, shall insure to the benefit of the creditors of the person paying the premium; but if she shall die before the person insured, leaving no children of herself or husband, the policy shall become the property of the person who has paid the premium, unless otherwise provided in said policy." And she is advised and so charges that the contract is a contract of the State of Connecticut, and should be so construed.

She further says that said policy could not have been assigned by the said Thomas L. Hume, nor could he have done any act whereby the benefit thereof could have been diverted from this defendant and her children, and that by the terms of the policy itself it is declared that no arrangement thereof shall be valid.

747 And, further answering, she says that there are no judgment creditors of the said Thomas L. Hume; and she is advised and so charges that neither his creditors nor the administrators of his estate have any standing on the equity side of this honorable court, and she prays that she may have the same benefit by this answer as though she had specially demurred to the bill; and, having fully answered to the bill of complaint, she prays to be hence dismissed, &c.

ANNIE G. HUME.

ENOCH TOTTEN,
GORDON & GORDON,
For Defendants.

I do solemnly swear that I have read the answer by me subscribed and know the contents thereof, and that the facts therein stated of my own knowledge are true, and the facts therein stated upon information and belief I believe to be true.

748 ANNIE G. HUME.

Sworn and subscribed before me this 23d day of February, A. D. 1882.

[NOTARIAL SEAL.] M. M. ROHRER,
Notary Public.

Stipulation to Use Original Paper of Cause in Place of Blank not Obtainable, being Exhibit A to Answer of A. G. Hume. Filed Aug. 21, 1885.

THE CENTRAL NATIONAL BANK
vs.
ANNIE G. HUME. } Eq., 7906, Doc. 21.

The undersigned, solicitors and of counsel in the above-stated cause, hereby stipulate that the original paper filed in said cause

purporting to be a true copy of a policy of the Connecticut Mutual Insurance Company, may be incorporated into the record of said cause, now on appeal to the Supreme Court of the United States, in lieu of other copy not obtainable, the same being Exhibit A to Answer of A. G. Hume.

749 EXHIBIT A TO ANSWER OF A. G. HUME. Filed Feb'y 24, 1882.

The Connecticut Mutual Life Insurance Company of Hartford, Conn.

No. 161,925. $10,000.

Age, 43. Premium, $350.30.

In consideration of the application for this insurance, which is a part of this contract, and a copy whereof is hereunto annexed, and of the several answers therein contained and that the applicant doth warrant the same to be in all respects true, and of the annual premium of three hundred and fifty dollars and thirty cents, to be paid to them on or before the thirteenth day of June in every year during the continuance of this policy, do hereby insure the life of Thomas L. Hume (the insured) of near Georgetown, county of — and District of Columbia, for the term of his natural life, subject to the conditions and agreements upon the second page of this policy, which are hereby referred to and made a part of this contract the same as if they were recited at length over the signatures hereto affixed, in the sum of ten thousand dollars, the said sum insured to be paid at the office of this company in Hartford, Conn., to Annie G. Hume, wife of the said insured, and her children by him or their legal representatives, ninety days after due notice and satisfactory evidence of the death of the said insured while this contract is in full force and effect shall have been received at said office in Hartford, Conn., any balance of the year's premium when not all paid at the beginning of the year and any other indebtedness to this company on account of this policy being first deducted therefrom.

In witness whereof the said Connecticut Mutual Life Insurance Company have, by their president and secretary, signed and delivered this contract, in the city of Hartford, State of Connecticut, this thirteenth day of June, A. D. one thousand eight hundred and eighty-one.

E. B. WATKINSON,
Vice-President.
W. G. ABBOT,
Ass't Secretary.

This policy is issued and accepted upon the following express conditions and agreements referred to on the first page and made a part of this contract:

1st. That the contract between this company and the insured is wholly expressed and contained in this policy and the application

therefor, which is a part of said contract and a copy whereof is hereto annexed, and that the several answers contained in or indorsed upon the said application are warranted by the insured and assured to be true in all respects, and that if this policy has been obtained by or through any fraud, misrepresentation, evasion, or concealment, then the same shall be absolutely null and void; and, further, that no statement or declaration made to any agent, solicitor, canvasser, examiner, or any other person and not contained in said application shall be taken or considered as having been made to or brought to the notice or knowledge of this company, and this company shall be held and considered as having no notice or knowledge of such statement or declaration and as having no liability by reason thereof; and the said application, a copy of which is hereto annexed, shall be taken and held to be and to contain the only answers or statements or declarations made to this company in behalf of this insurance.

Payment of Premiums.

2d. That this policy shall not be in force and binding on this company until the advance premium hereon shall have been actually paid during the lifetime of the insured; and that if any subsequent premium or instalment of premium on this policy be not paid when due, then this policy shall cease and determine and become and be null and void, and this company shall not be liable for the payment of the sum insured herein nor of any part thereof; and that no premium on this policy shall be considered as paid unless a receipt shall be given therefor, signed by the president or secretary of the company; and such receipt is the sole evidence of the authority of any agent to receive any premium on account of this policy; and all premiums or other payments on account of this policy are payable at the office of the company in Hartford, Conn., and not elsewhere; but for convenience of the person paying the same such receipt may be sent to any agent or correspondent of the company for collection, and payment to such agent or correspondent shall be held to have been made at said office of the company.

Residence, Travel, Occupation, Duelling, Violation of Law.

3d. That the said insured is, under this policy, freely permitted to reside in any civilized abode in the western hemisphere lying north of the thirty-second parallel of north latitude, and in the United States lying south of said thirty-second parallel (excepting from the first day of July to the first day of November), and in the eastern hemisphere lying north of the forty-second parallel of north latitude and west of the fortieth meridian of longitude east from Greenwich; and he may also pass as a passenger, by usual routes and means of public conveyance, to and from any port or place within the foregoing limits; but if he shall, at any time during the continuance of this policy, pass beyond or be without the foregoing limits, or shall be personally engaged in making any aeronautic voy-

age or excursion, or in blasting, mining, or in any submarine operations, or in the manufacture, handling, use, custody, or transportation of highly inflammable or explosive substances, or as an employé in any capacity upon service on any ocean, sea, sound, inlet, river, lake, or railroad, or if he shall enter into any military or naval service whatsoever, whether voluntarily or otherwise (the militia when not in actual service alone excepted), or become or be a member of any paid fire department, without the consent of this company previously given in writing, in each and every of the foregoing cases this policy shall become and be null and void; and, further, if he shall die in consequence of a duel or in the violation of any law or in consequence thereof, or if he shall be convicted of felony, then, and in each and every of the foregoing cases, this policy shall become and be null and void.

Suicide.

4th. That the self-destruction of the insured, whether voluntary or involuntary, and whether he be sane or insane at the time thereof, is not a risk assumed by this company under this contract; but in every such case the company will pay, in manner and form as hereinbefore provided, only the then net reserve upon this policy, according to the combined experience table of mortality, assuming four per centum compound interest, deducting therefrom any indebtedness on account of this policy, and shall not be deemed or held liable for any greater sum or payment; and the payment of said sum shall be a full discharge of all liability by reason of this contract.

Intemperance and Delirium Tremens.

5th. That if the insured shall die in a state of drunkenness or from any disease in any degree produced by or resulting from the occasional or habitual use of alcoholic or narcotic stimulants, or shall thereby injure or impair his health, whether permanently or temporarily, or shall die from any accident or violence received while in a state of intoxication or in consequence thereof or shall have delirium tremens, then, in each and every of the foregoing cases, this policy shall become and be null and void.

Assignments.

6th. That no assignment of this policy shall be valid, but the company shall have power, but at its own discretion, to accept a surrender and discharge of the same by the assured.

Paid-Up Insurance.

7th. That if, after the payment of three or more full annual premiums upon this policy, the same shall cease and determine by default in the payment of any subsequent premium when due, then this company will grant a paid-up policy, payable as above, for an

amount to be determined as follows: From the net reserve on account of this policy at the time of such default there shall be deducted any indebtedness on account of this policy, and, in addition, the difference for the year following such default between the normal cost of insurence under this policy and the normal cost of insurance under the paid-up policy to be issued, the computation to be based upon the actuaries' or combined experience table of mortality and four per centum compound interest; the remainder of said reserve shall be used as a single premium for paid-up insurance at the then present age of the insured, according to the published single premium tables of this company: Provided, That this policy shall be released and surrendered to and received by this company and written application made for such paid-up policy during the lifetime of the said insured, and within one year after the default in the payment of premium hereon shall first be made.

Forfeiture of Premiums.

8th. That in every case in which this policy shall cease and determine or shall become and be null and void all premiums paid and moneys or credits held on account of the same shall be forfeited to this company.

Authority of Agents.

9th. That agents of the company have no power or authority to make, alter, change, or modify any of the terms, conditions, or agreements of this policy, or to waive forfeitures thereof; and no alteration, change, modification, waiver, or subsequent agreement whatever respecting this policy shall be binding on said company unless made in writing, signed by the executive officers thereof.

Premium Credit.

10th. That the sum of one hundred & five dollars of the first annual premium hereon is acknowledged as an indebtedness against this policy, with interest at six per cent. per annum, payable annually, until paid, and that said indebtedness unless sooner demanded, shall be due and payable on the maturity or other settlement of this policy.

Place of Contract.

11th. It is agreed that this policy is issued and delivered at Hartford, in the State of Connecticut, and is to be in all respects construed and determined in accordance with the laws of that State.

A A. 102. Own annual life.

Application for Insurance in the Connecticut Mutual Life Insurance Company of Hartford, Connecticut, which Forms a Part of the Contract of Insurance.

Copy of application written by B. G.
Copy of application examined by ——.

☞ These blanks are to be filled at the home office.

No. ——. | Age, —— yrs.
Am't, $——.
Ann. prem., $——/100 | H. $——/100
Cr. prem., $—— | Ex. $——/100
—— P. life, table ——.
—— P. end —— years, table ——.
Policy dated ——, 187—.
Policy written by | Examined by

1. Name of the person whose life is proposed for insurance. (Write the name in full.)
Thomas L. Hume.
Occupation. (To be stated specifically.)
Wholesale & retail family grocery merchant & farmer. Washington city.

Residence.
Place, Tunlaw farm.
County, near Georgetown, summer.
State, Georgetown, D. C., winter.

2. A. How much insurance is desired?
Ans. $10,000, ten thousand dollars.
B. What form of policy is desired?
Ans. On life.
3. How are the premiums to be payable?
Ans. Annually.
4. A. When and where were you born?
Ans. In Culpeper, State or county, Virginia, on the 24th day of the month of October, in the year 1838.
B. What will be your age at next birthday?
Ans. Forty-three years.
Are you married or single?
Ans. Married.
5. A. Is there any insurance on your life?
Ans. Yes.
B. If in this company state the No. of policy and amount.
Ans. No. — for $—; No. — for $—.
C. If in other companies state the name of each company and amount insured in each.
Ans. In the Virginia Life Co. for $10,000; in the Maryland Life Co., Balto., for $10,000; in the American Co., Phila., for $5,000; in the Hartford Life & Annuity Co. for $5,000.
D. Is any application or negotiation for insurance upon your life in any company now pending?
Ans. No.
E. Has any company ever declined to grant insurance on your life?
Ans. No.

If so, what company, how long since, and for what cause?
Ans. ——.
F. Has any opinion ever been sought from, or any consultation ever held with, any officer, agent, or solicitor of any life insurance company, or any physician or surgeon as to whether your life was safely insurable?
Ans. Yes.
G. If so, what decision or opinion was then given that you were or that you were not safely insurable?
Ans. That I was.
6. A. Have you ever resided out of the United States?
B. If so, where, and for what period?
Ans. No.
C. Or south of the southerly line of Tennessee?
Ans. No.
D. What diseases did you have during that period?
Ans. ——.
7. A. What is the present state of your health?
Ans. Good.
B. Is there now existing any disease or disorder, infirmity or weakness?
Ans. No.
C. Are you deaf, or dumb, or blind?
Ans. No.
D. Have you now, or have you ever had, any affection of hearing, speech, or eyesight?
Ans. No.
8. Have you ever had any of the following diseases? Answer yes or no opposite each.
Apoplexy. No.
Pleurisy. No.
Fistula. No.
Gravel. No.
Paralysis. No.
Diphtheria. No.
Abscess. No.
Syphilis. No.
Sunstroke. No.
Bronchitis. No.
Piles. No.
Rheumatism.* No.
Insanity. No.
Spitting of blood. No.
Affection of liver. No.
Gout. No.
Epilepsy. No.

*If you have had inflammatory rheumatism state how many attacks, in what years, duration of such attacks, and whether they were accompanied by cough, shortness of breath, pain in the chest, or palpitation of the heart.
Ans. —.

Habitual cough. No.
Jaundice. No.
Neuralgia. No.
Dizziness or vertigo. No.
Asthma. No.
Affection of spleen. No.
Dropsy. No.
Habitual headache. No.
Scarlet fever. No.
Fever and ague. No.
Scrofula. No.
Fits. No.
Dyspepsia. No.
Disease of the heart. No.
Small-pox. No.
Delirium tremens. No.
Chronic diarrhea. No.
Palpitation. No.
Yellow fever. No.
Consumption. No.
Colic. No.
Aneurism. No.
Cancer or any tumor. No.
Pneumonia. No.
Rupture.* No.
Disease of the genital or urinary organs. No.

State the number of attacks, character, and duration of all the diseases which you have had.

—. ——.

9. Have you had any other illness, local disease, or personal injury or malformation; and, if so, of what nature, how long since, and what effect on general health?

Ans. About 10 years since I had inflammation of bowels; perfect recovery & no ill effects. No to all except the diseases of childhood.

10. When were you last successfully vaccinated?

Ans. About 3 years ago.

11. Have you ever made, and do you now make, habitual or occasional use of alchoholic or narcotic stimulants? Describe particularly your past and present habits in this respect.

Ans. I have never used liquors habitually; occasionally wine, beer, & whiskey.

State your family history.

My grandparents lived to old age; their particular age & cause of death unknown to me.

12. Paternal grandfather living. No. Age, ——. Health, ——.
Paternal grandmother living. No. Age, ——. Health, ——.

*If you have a rupture state whether you now wear a truss and whether you agree to do so habitually.
Ans. —.

Maternal grandfather living. No. Age, ——. Health, ——.
Maternal grandmother living. No. Age, ——. Health, ——.
Father living. No. Age, ——. Health, ——.
Mother living. Yes. Age, 63 almost. Health, good.
Brothers living. 2. Ages, 36, 20. Health, good.
Sisters living. 5. Ages, 22 to 44. Health, good.
Paternal grandfather dead. Age, old age. Cause of death, ——.
Paternal grandmother dead. Age, old. Cause of death, ——.
Maternal grandfather dead. Age, very old. Cause of death unknown.
Maternal grandmother dead. Age, over 80. Cause of death, old age; unknown.
Father dead. Yes. Age, 52. Cause of death, rheumatism & general break down.
Mother dead. No. Age, ——. Cause of death, ——.
Brothers dead. 4. Age, as above. Cause of death, 1 infancy, 2 boyhood from scarlet fever, 1 killed in battle, late war.
Sisters dead. No. Ages, ——. Cause of death, ——.

13. Have any of your grandparents, or any of their descendants, died or suffered from insanity or any pulmonary, scrofulous, or other hereditary disease?

Ans. Not to my knowledge.

14. A. Are you now, or have you ever been, in any military or naval service; if so, how long, and in what capacity?

Ans. No.

B. Have you ever applied for a pension?

Ans. No.

15. How long since you were attended by a physician? For what diseases? Give name and residence of such physician.

About 10 years since, for inflam-ation of bowels, by Doctor Magruder, Geo'town, D. C.

Name and residence of your usual medical attendant.

Doctor Lewis Mackall, Geo'town, is my family physician; has known me — years.

Name and residence of an intimate friend.

W. C. McIntyre, W. city; has known me years.

16. Is there any fact relating to your physical condition, personal or family history or habits, which has not been stated in the answers to the foregoing questions and with which the company ought to be made acquainted?

Ans. Not to my knowledge.

17. Have you reviewed the written answers to the above questions, and are you sure that they are correct and true?

Ans. Yes; to the best of my knowledge.

18. For whose benefit is this insurance to be effected—(write all names in full)?

Annie G. Hume & her children.

Relationship to the life insured.

Wife & children.

☞ In case of endowment insurance, state here to whom the sum is to be paid if the person insured survives the term.

It is hereby declared and warranted that the above are in all respects fair and true answers to the foregoing questions, and that no answers respecting any matter inquired of in said questions, other than those above made, have been made to any agent, solicitor, examiner, or other person in behalf of the company; and it is acknowledged and agreed by the undersigned that this application and warranty are a part of the consideration for and shall form a part of the contract of insurance; and that if there be in any of the answers herein made any untruth, evasion, or concealment of facts then any policy granted upon this application shall be null and void and all payments made thereon shall be forfeited to the company; and it is further declared by the undersigned that the party making this application has an insurable interest in the life above proposed for insurance to the full amount above applied for. It is agreed that the policy hereby applied for shall, if granted, be held to be issued and delivered at Hartford, in the State of Connecticut, and shall be in all respects construed and determined in accordance with the laws of that State.

Dated at Washington city this 9th day of June, 1881.

Signature of the person or persons for whose benefit the insurance is to be effected. (Write the names in full.)

ANNIE G. HUME,
By THOMAS L. HUME.

Signature of the person whose life is proposed for insurance. (Write the names in full.)

THOMAS L. HUME.

Witness to the signing hereof:
A. C. GIBBS.

Statute of Connecticut Respecting Policies of Insurance Issued for the Benefit of Married Women.

Any policy of life insurance expressed to be for the benefit of a married woman or assigned to her or in trust for her shall inure to her separate use or, in case of her decease before payment, to the use of her children or of her husband's children, as may be provided in such policy: Provided, That if the annual premium on such policy shall exceed three hundred dollars the amount of such excess, with interest, shall inure to the benefit of the creditors of the person paying the premium, but if she shall die before the person insured leaving no children of herself or husband the policy shall become the property of the person who has paid the premiums, unless otherwise provided in such policy.

Proofs of Death Required.

Blanks for the several certificates required to be made in proof of death will be furnished upon request.

Please Notice.

The premiums on this policy will be due and payable at the office of the company, in Hartford, Conn., and not elsewhere, unless for the time being to an agent of the company, to whom the receipt for the renewal premium for any year may be sent for collection, but the receipt of premiums through an agent shall not be held to establish any binding precedent or custom as to the place of payment of premiums.

The assured is hereby notified that the only evidence to him of the authority of any agent to receive any premium on account of this policy is a receipt in printed form, signed by the president or secretary of the company.

Notice of premiums falling due are sent as regularly as possible, but not as a matter of agreement, but for convenience only, and without any responsibility for omission or miscarriage.

[Endorsed:] Equity, 8011. Perry *et al. v.* Conn. Mut. Life Ins. Co. Exhibit A, filed with answer of defendant, Annie G. Hume. Filed Feb. 24, 1882. R. J. Meigs, clerk.

[Endorsed:] No. 161,925. Term of life. Annual premiums. The Connecticut Mutual Life Insurance Company. Vignette. Sum insured, $10,000, on the life of Thomas L. Hume. Annual premium, $350.30. The annual premium on this policy is due and payable on the thirteenth day of June. Form AA, 102. Ex'd by J.

750 *Affidavit of Mary E. Pickrell. Filed Feb'y* 24, 1882.

In the Supreme Court of District of Columbia.

PERRY & FENDALL
v.
ANNIE G. HUME & *als.* } Equity, 8011.

I do solemnly swear that I am the mother of the defendant, Annie G. Hume, and the widow of Adolphus H. Pickrell, dec'd, late of the city of Georgetown, in the District of Columbia, who died in May, A. D. 1879; that I am entitled to the sum of about one thousand dollars per annum from property belonging to my separate estate, which sum of money, since the death of my said husband to the time of the death of Thomas L. Hume, was received by the said Thomas L. Hume, who received the same under authority from me; that the said Thomas L. Hume was authorized and directed by me to receive said money and use the same for the
751 best interest of myself and of my said daughter, and, acting under said authority, he has used said money. I further swear that I am the life tenant in the whole estate of my deceased husband, and that since his death all the income arising therefrom has been received and used by the said Thomas L. Hume to the time of his death under like authority as in the case of my separate estate.

MARY E. PICKRELL.

Sworn to and subscribed before me this twenty-third day of February, 1882.

[NOTARIAL SEAL.] L. S. FREY,
Notary Public.

752 *Replication to Answer of Conn. Mut. Life Ins. Co. and A. G. Hume. Filed Aug.* 16, 1882.

In the Supreme Court of the District of Columbia.

R. Ross Perry *et al.*
v.
Conn. Mutual Life Ins. Co. *et al.* } No. 8011, Eq. Doc. 22.

The plaintiffs hereby join issue with the defendants, The Connecticut Mutual Life Insurance Company and Annie G. Hume.

R. ROSS PERRY &
REGINALD FENDALL,
Sol'rs for Compl't.

753 *Order Appointing A. G. Hume. Filed Sept.* 19, 1882.

In the Supreme Court of the District of Columbia, Holding an Equity Court, the 19th Day of September, A. D. 1882.

Perry *et al.*
v.
Hume *et al.* } No. 8011, Eq. Doc. 22.

The infant defendants, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume, having been personally served with process by the marshal on the 24th of last January, it is, by the court, ordered that the defendant, Annie G. Hume, the mother of said infant defendants, be, and she hereby is, appointed their guardian *ad litem.*

A. B. HAGNER,
Ass. Justice.

754 *Answer of Infant Defendants. Filed Sep.* 22, 1882.

In the Supreme Court of District of Columbia.

R. Ross Perry & *als.*
v.
Connecticut Mutual Life Ins. Co. & *als.* } Equity, 8011.

The answer of the infant defendants, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume, by Annie G. Hume, their guardian *ad litem.*

For answer these defendants say they are infants under the age of twenty-one years, and therefore cannot admit or deny the allegations contained in the bill of complaint, and they submit their rights to the protection of the court.

ANNIE G. HUME, *Guardian.*

I do solemnly swear that I have read the answer by me subscribed and know the contents thereof, and that the facts stated upon
755 my personal knowledge are true, and the facts stated upon information and belief I believe to be true.

ANNIE G. HUME.

Sworn to & subscribed before me this twenty-first day of September, A. D. 1882.

[NOTARIAL SEAL.] JOSEPH W. DAVIS,
Notary Public.

756 *Replication to Infants' Answer. Filed Nov.* 8, 1882.

In the Supreme Court of the District of Columbia.

R. Ross Perry and Reginald Fendall, Adm'rs of Thomas L. Hume, Deceased,
v.
The Connecticut Mutual Life Insurance Company *& als.* } Eq., 8011.

The plaintiffs hereby join issue with the answer of defendants, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume, infants, made by Annie G. Hume, guardian *ad litem.*

R. ROSS PERRY &
REGINALD FENDALL,
For Compl'ts.

757 *Motion for Deposit of Money in Court. Filed Nov.* 13, 1882.

Supreme Court of the District of Columbia, Holding a Special Term for Equity Business.

R. Ross Perry & *al.*, Adm'rs,
v.
Connecticut Mutual Life Ins. Co. & *als.* } Eq., 8011.

Now comes the defendant, Annie G. Hume, by her solicitors, Messrs. Enoch Totten and Gordon & Gordon, and moves that an order may be passed by this honorable court requiring the said Connecticut Life Insurance Company to pay into the registry of this honorable court the amount payable under policy No. 161,925 on the life of Thomas L. Hume, said amount so paid to be held by the clerk of the court subject to the final determination of the court as the person or persons entitled to the same.

GORDON & GORDON,
Att'ys for Annie G. Hume.

758 *Motion for Discharge of Restraining Order. Filed Nov.* 28, 1882.

In the Supreme Court of the District of Columbia.

R. Ross Perry & R. Fendall, Adm'rs,
v.
Annie G. Hume & *als.*
} Eq., 8011.

Now comes the defendants, Annie G. Hume, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume, by their solicitors, Messrs. Enoch Totten and Gordon & Gordon, and move that the restraining order passed in this cause on the 23d day of January, A. D. 1882, be dissolved, and the money due upon the policy of insurance on the life of the late Thomas L. Hume in The Connecticut Mutual Life Insurance Company, defendant, and referred to in this cause, be, by order of this honorable court, paid over to the parties named as beneficiaries in said policy.

ENOCH TOTTEN,
GORDON & GORDON,
Solicitors for Defendants Humes.

758½ R. Ross Perry and Reginald Fendall,
Administrators, &-.,
vs.
The Life Insurance Company of Virginia.
} 8012, Eq. Doc. 22.

759 *Original Bill. Filed Jan'y* 23, 1882.

In the Supreme Court of the District of Columbia, the 23d Day of January, A. D. 1882.

R. Ross Perry and Reginald Fendall, Administrators of the Estate of Thomas L. Hume, Plaintiffs,
v.
The Life Insurance Company of Virginia and Annie G. Hume & Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, & Mary E. Hume, Infants, Def'ts.
} No. 8012, Eq. Doc. 22.

To the supreme court of the District of Columbia:

The bill of complaint of said R. Ross Perry and Reginald Fendall, administrators, respectfully shows—

1. That all the parties to this suit are residents of the District of Columbia except the defendant, The Life Insurance Company of Virginia, doing business and having an agent in the said District.

2. That Thomas L. Hume, late of the said District, departed this

life on the 23d day of October, A. D. 1881, in the said Dis-
760 trict, which was the place of his last domicile, intestate, and that letters of administration upon his personal estate were granted and committed by this court unto the plaintiffs on the 26th day of November, 1881, as will appear from the records of this court.

3. That the said deceased left him surviving his widow, the defendant, Annie G. Hume, and the hereinafter-named children, all of whom are infants under the age of 14 years and are unmarried, to wit: Adolphus P., Charles, Thomas L., Graham, Rawlings, and Mary E.

4. That the said Thomas L. Hume became and was insolvent on the 1st day of January, A. D. 1871, as the plaintiffs are informed and believe, and that he so continued down to the time of his death; that the only assets which have thus far come to the knowledge of the plaintiffs are certain live stock, which have been sold by the plaintiffs by the direction of this court for the sum of about
761 four thousand dollars ($4,000), and certain other articles of personal property, which have been sold for about the sum of three hundred dollars ($300); that the ownership of the aforesaid live stock is claimed by Mary E. Pickrell, surviving executrix of the estate of Adolphus H. Pickrell, late of the said District, the father of the said defendant, Annie G. Hume, and that the title to the same is unadjudicated and a subject of litigation in this court between the plaintiffs and the said surviving executrix; that the plaintiffs have also received from the American Life Insurance an- Trust Company of Philadelphia, in the State of Pennsylvania, the net sum of $4,762.50, proceeds of a certain policy of life insurance in said company on the life of said Thomas L. Hume, deceased; that besides these the plaintiffs have been unable to discover other assets of the said estate of said Hume save certain margins upon shares of stock and other collateral securities pledged by deceased to
762 save certain debts owed by him, which said margins amount to about $300; that the plaintiffs have further collected the sum of $339.85 upon certain claims due the deceased; that the plaintiffs are at present advised of no other assets of the estate of said Hume, deceased, save as hereinafter stated; that the real estate left by the said deceased was and is, as the plaintiffs are informed and believe, encumbered so near its full value as to render it extremely doubtful whether any part of the same can be appropriated to the payment of the claims of the creditors of the deceased.

5. That the plaintiffs are not at present able to state the exact amount of the debts of the said deceased, but upon information and belief they aver the same will aggregate the sum of at least $150,000; that, as the plaintiffs are informed and believe, at least
763 $100,000 of the said indebtedness was contracted originally prior to the year 1871, and that the same has continued by curtailments and renewals down to the time of the death of said Thomas L. Hume.

6. That about the year 1872, as plaintiffs are informed, and long after the said Hume had been indebted to numerous persons and

while he was in greatly embarrassed financial circumstances and insolvent, — procured from the defendant, The Life Insurance Company of Virginia, a policy of insurance upon his life for the sum of ten thousand dollars, the loss to be payable to the defendant, Annie G. Hume, his wife, or to his said children, or to both his wife and children, in case of his death, the exact terms of which the plaintiffs are unable to state, but which they ask may be discovered and set forth in the answers of defendants.

764 That the premium on said policy was $230.80 and was payable on the 23d day of April, 1873, and 23d day of April in each year thereafter, and on those days the same was paid to said insurance company by said Thomas L. Hume during his lifetime.

8. That in addition to the said policy of insurance the said Thomas L. Hume also took out the following policies of insurance on his life— that is say, on the — day of ——, 18—, one for $5,000 in the Hartford Annuity and Life Insurance Company of Hartford, in favor of his said wife and children; on the — day of ——, 18—, one for $10,000 in the Connecticut Mutual Life Insurance Company, in favor of his said wife and children; on the — day of ——, 18—, one for $10,000 in the Life Insurance Company of Maryland, in favor of his said wife and children.

9. That at the time of the taking out of the policy named
765 in paragraph 6 of this bill and at the time of the payment of the premiums thereon as aforesaid the said Thomas L. Hume was insolvent, and that the money with which said premiums were paid was money he claimed as his own, but which in equity and good conscience he should have applied to the payment of his debts; that the aforementioned payments so made by the said Thomas L. Hume for the premiums aforesaid were made with interest by him to divert his property from the payment of his just debts and with intent to hinder and delay his creditors.

10. That all said premiums for such insurance were paid without the knowledge or consent of the creditors of said Thomas L. Hume, and the said application of moneys to such purpose by him was not known to his creditors until since the death of said Hume.

766 11. That the said Annie G. Hume is the sole child of the late Adolphus H. Pickrell, of said District; that by his will, heretofore admitted to probate in this court, she, upon the death of her mother, who is still living and advanced in years, is his sole devisee and legatee of real and personal property, worth about $100,000, as plaintiffs are informed and believe.

Wherefore the plaintiffs pray—

1. That said Annie G. Hume, her said children, and the Life Insurance Company of Virginia may be made parties defendant hereto and duly served with process herein, and that they be required to answer and discover fully the amount and date of payment of premiums on the said policy of insurance and the terms and beneficiaries therein.

2. That the said Annie G. Hume, her said children, their and her agents and attorneys, may be enjoined from receiving the
767 said amount due upon the said policy of insurance, either in

her own behalf or on behalf of her said children pending this suit.

3. That the said defendant, The Life Insurance Company of Virginia, its agents and attorneys, may be enjoined from paying over to said defendant, Annie G. Hume and her said children, or to their or her agents or attorneys, the amount due and payable under the said policy pending this suit.

4. That a receiver may be appointed by the court to take and hold the amount so due on the said policy to await the final decree of the court as to its proper disposition.

5. That all necessary accounts may be taken and reference had in the premises to the end that the rights of the plaintiffs may be ascertained and established herein.

6. That the amount of said insurance policy may be decreed to be assets of the said Thomas L. Hume, applicable to the payment
768 of the debts owing by him at his death.

7. And that the plaintiffs may have such other and further relief in the premises as the nature of their case may require.

R. ROSS PERRY.
REGINALD FENDALL.

DISTRICT OF COLUMBIA, *ss*:

We do solemnly swear that we have read the foregoing bill by us subscribed and know the contents thereof, and that the facts therein stated upon our personal knowledge are true, and that the facts therein stated upon information and belief we believe to be true.

R. ROSS PERRY.
REGINALD FENDALL.

Subscribed and sworn before me Jan'y 23, 1882.

R. J. MEIGS, *Clerk*,
By R. J. MEIGS, JR., *Ass. Cl'k.*

769 *Subpœna to Answer. Issued Jan'y* 23, 1882.

In the Supreme Court of the District of Columbia. Jan'y 23, 1882.

R. Ross PERRY *et al.*, Complainants,
against
LIFE INS. CO. OF VA., *et al.*, Defendants. } Equity No. 8012, Docket 22.

The President of the United States to The Life Insurance Co. of Virginia, Annie G. Hume, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume, infants, defendants.

You are hereby commanded to appear in this court, at its first special term, occurring twenty days after service of this subpœna, and answer the exigency of the original bill under pain of attachment and such other process of contempt as the court shall award.

Witness D. K. Cartter, chief justice.

R. J. MEIGS, *Clerk, &c.*,
By M. A. CLANCEY, *Ass't Clerk.*

770 *Restraining Order. Issued Jan'y* 23, 1882.

The defendant- are hereby restrained as prayed in the within-mentioned bill until further order, to be made, if at all, after a hearing, which is fixed for the 30th day of January, 1882, of which take notice.

By the court:

A. WYLIE, *Justice.*

M. 18, p. 61.

771 *Return of Marshal. Filed Feb'y* 2, 1882.

Summoned the Life Insurance Company of Virginia by service on O. C. Green, and all the others, January 24, 1882.

C. E. HENRY, *Marshal.*

772 *Answer of A. G. Hume. Filed Mar.* 1, 1882.

In the Supreme Court of the District of Columbia.

PERRY & FENDALL, Adm'r,
v.
LIFE INSURANCE CO. OF VA. & *als.* } Equity No. 8012.

The separate answer of the defendant, Annie G. Hume.

This defendant, for answer to the bill of complaint, says:

1. She admits the allegations in the first, second, and third paragraphs of the bill.

2. She denies that Thomas L. Hume was insolvent on the 1st day of January, 1871, and that he so continued to the time of his death, and, if material to her, calls for proof as to such insolvency. She knows nothing in regard to the allegations as to the assets in the hands of his administrators.

3. In answer to the 5th paragraph of the bill she says she knows nothing of her own knowledge in regard to the indebtedness
773 of said Thomas L. Hume, and, if material to her, calls for proof of the same. She denies that any part of said indebtedness was contracted prior to the year 1871, and especially that any of the debts now existing against his estate were then contracted, and she calls for proof as to the same, if material to her.

4. In answer to the sixth paragraph of the bill she says that on the 23d day of April, 1872, the Life Insurance Company of Virginia, one of the defendants in this cause, a corporation under the laws of the State of Virginia, issued a policy of insurance, No. 468, upon the life of Thomas L. Hume in the sum of ten thousand dollars for the sole use and benefit of his wife, this defendant and their issue, payable to this defendant and their children, their heirs, executors, or assigns after notice and satisfactory proof of death; which

said policy was signed and delivered at Petersburg, Virginia,
774 and has never been assigned or transferred—a true copy of said policy being filed herewith, marked " Exhibit B," and is prayed to be taken as part of this answer.

5. That the annual premium upon said policy was the sum of two hundred and thirty $\frac{80}{100}$ dollars, which was paid during the continuance of said policy, less certain dividends declared by said company from time to time.

6. She admits that there were other policies of insurance upon the life of the said Thomas L. Hume, namely, a policy for $10,000 issued 17th February, 1881, by the Maryland Life Insurance Company of Baltimore, payable to this defendant for her sole use; a policy for $10,000 issued 9th June, 1881, by the Mutual Life Insurance Company of Hartford, Connecticut, payable to this defendant and her children by the said Thomas L. Hume, and certain certificates of in-
775 surance issued by the Hartford Life and Annuity Insurance Company for $5,000, payable to this defendant, and a policy of $5,000 in the American Life Insurance and Trust Company of Philadelphia, which has been collected by the administrators of said Thomas L. Hume.

7. She denies each and every the allegations in ninth paragraph of the bill, so far as the same charge that the said Thomas L. Hume was insolvent when said policy in the Life Insurance Company of Virginia was taken out and the premiums thereon was paid, and that said policy was procured and said premiums paid in fraud of his creditors.

8. She knows nothing as to the allegations in the tenth paragraph of the bill.

9. She admits that she is the only child of Adolphus H.
776 Pickrell, deceased, and that by his will she is the sole devisee of his estate, subject to the life estate of her mother, Mary E. Pickrell, who is living and is — years of age. She denies that said estate is worth about $100,000, and says that none of the personal property belonging to said estate is now in the hands of his executrix, the same being held by certain creditors of said Thomas L. Hume, who claims title thereto, and that, in consequence of numerous suits brought against the estate of her father for endorsements for said Thomas L. Hume, she cannot say that said estate will have any value whatever in the event of said suits being decided adversely to said estate.

10. And, further answering, she says she denies that the plaintiffs or the creditors of the said Thomas L. Hume, or any person whatsoever except this defendant and her children by said Thomas
777 L. Hume, have any right or interest in the amount due upon said policy of insurance in the Life Insurance Company of Virginia or in any part thereof; that said policy was issued on the insurable interest of this defendant and her children on the life of her husband and their father and cannot be applied to or for the use of any other person or persons except this defendant and her children, whose insurable interest in the life of the insured procured the same; that the creditors of the said Thomas L. Hume, if such exist, had an

insurable interest in his life and could have protected themselves by insurance founded on such interest, but she is advised and so charges that such creditors cannot avail themselves of the benefits of a policy based upon the insurable interest of this defendant and her children in the life of the insured. She denies that any portion of the
778 money paid as premium upon said policy was paid with money which should have been applied to the payment of the debts of said Thomas L. Hume or was so paid in fraud of his creditors, and she says that the premium upon said policy were annual, paid for many years before the said Thomas L. Hume became indebted to any of those now holding claims against his estate, and since the year 1879 said premiums, as she believes and so charges, were paid with money that could not have been applied to the debts of said Thomas L. Hume, namely, with money which her mother had placed in the hands of said Thomas L. Hume to apply for the best interest of this defendant and her children.

She further says that she is advised and so charges that the amount due upon said policy cannot be paid to any other person or persons except this defendant and her children, as said policy
779 was issued under the authority of the charter granted to the said Life Insurance Company of Virginia by the State of Virginia, which said charter contains the following provision: "Any policy of insurance issued by the Life Insurance Company of Virginia on the life of any person expressed to be for the benefit of any married woman, whether the same be effected originally by herself or her husband or by any other person, or whether the premium thereafter be paid by herself or her husband or any other person as aforesaid, shall enure for her sole and separate use and benefit and that of her or her husband's children, if any, as may be expressed in said policy, and shall be held by her free from the control or claims of her husband or his creditors, or of the person effecting the same and his creditors." And she is advised that said policy is a contract under the laws of the State of Virginia, and that
780 the charter of said company is a part of said contract.

She further says that said policy could not have been transferred or assigned by the said Thomas L. Hume, and that he could have done no act whereby the benefits thereof could have been diverted from this defendant and her children.

And, further answering, she says that there are no judgments creditors of the said Thomas L. Hume, and she is advised and so charges that neither his creditors nor the administrators of his estate have any standing on the equity side of this honorable court; and she prays that she may have the same benefits by this answer as though she had specially demurred to the bill.

And, having fully answered to the bill of complaint, she prays to be hence dismissed, &c.

ANNIE G. HUME.

ENOCH TOTTEN,
GORDON & GORDON,
For Def't.

781 I do solemnly swear that I have read the answer by me subscribed and know the contents thereof, and that the facts therein stated of my own knowledge are true and the facts therein stated upon information and belief I believe to be true.

ANNIE G. HUME.

Sworn to and subscribed before me this twenty-third day of February, A. D. 1882.

[NOTARIAL SEAL.] L. S. FREY,
Notary Public.

782 EXHIBIT "B" TO ANS. OF A. G. HUME. Filed Mar. 1, 1882.

No. 468. [Vignette.] Age, 34.

The Life Insurance Company of Virginia.

Amount, $10,000. Premium, $230.80.

In consideration of a premium of two hundred & thirty $\frac{80}{100}$ dollars per annum, payable annually—that is to say, the sum of two hundred & thirty $\frac{80}{100}$ dollars on each of the following days, to wit, the 23rd April of each year during his life—the receipt of the first annual premium of two hundred & thirty $\frac{80}{100}$ dollars being hereby acknowledged, the Life Insurance Company of Virginia do hereby insure, with a participation in the profits of the company, the life of Thomas Levi Hume, of Washington, District of Columbia, for the term of his natural life, from the date hereof, in the sum of ten thousand dollars, for the sole use and benefit of his wife, Annie Graham Hume, & his children, and do promise and agree to pay to said Annie Graham Hume & said children, their heirs, executors, or assigns, on sixty days after notice & satisfactory proof of death, the said sum of ten thousand dollars, the balance of the one year's premium, if any, being first deducted, subject to the following express conditions:

1st. If payment be on account of death, then the same shall be made sixty days after notice and satisfactory proof of death shall be duly furnished the company.

2nd. The application is a warranty of the assured, and will make the policy void if any misstatement be therein made; but, after the assured has paid four full annual premiums, any misstatement in said application shall be conclusively treated as true, unless the same shall have been made wilfully or with a fraudulent intent, anything in the application to the contrary notwithstanding.

3rd. Residence by the assured at any point south of the latitude of S. boundary of N. C. without written permission endorsed on the policy and payment of such further premium as may be required, shall make the same void; but the assured may travel anywhere and by any mode of conveyance without affecting his rights under the same.

4th. Failure to pay premiums at the stipulated period shall make the policy void; but if the assured has paid the full premiums for — years he shall be entitled to a paid-up policy for an amount equal to value determined by company's actuary.

5th. Suicide within two years and five days from the date of the policy shall make the same void.

6th. If the assured die, or receive injury so as to impair health, in consequence of a duel, or the violation, or attempted violation, of any law of any nation, State, or province, there shall be no claim under this policy, but the same shall be null and void.

7th. If the assured shall, after the date of this policy, be personally engaged in blasting, mining, submarine operations, or in the production of highly inflammable or explosive substances, or as engineer or fireman of a steam-engine, or in any capacity on trains of a railroad, or in ocean or inland navigation or naval service, or engage in any military service, except in time of peace, the policy shall be void, except when written permission is endorsed on the policy and such additional premium as may be required shall be paid.

8th. If the assured shall become an inebriate, the company shall have the right to cancel this policy; but the company must pay (or make tender to the holder thereof) the amount of the surrender value of the policy, as determined by its tables at the time of declaring the cancellation, and should he then refuse to surrender the policy it shall be void.

9th. On the voidance of this policy for any cause other than a failure to pay premiums, if the same occur after the full payment of premiums for two years from its date, the holder of the policy shall receive the surrender value of the same, according to the company's tables. On its voidance before the payment of two annual premiums, all claim under the same shall cease.

10th. Should the assured, in writing, call the attention of the company to any mistake made in his application, or other act or fact originating in mistake in his or her part which makes the policy void under the above conditions, the policy shall be held to be in force until the company shall, by some of its officers, declare the fact of voidance, in writing, to the assured.

11th. Until premium is actually paid and the policy countersigned by R. W. Dounman, gen. ag't, at Washington, D. C., this policy shall not take effect.

In witness whereof the said Life Insurance Company of Virginia hath, by its president and secreiary, signed and delivered this policy, at Petersburg, Virginia, this 23rd day of April, 1872.

(Signed) A. J. McILWAINE, *President.*
SAM'L B. PAUL, *Secretary.*

Countersigned by—
R. W. DOUNMAN, *Gen Ag't.*

Receipt in Full.

Received —— —, 18—, of the Life Insurance Company of Virginia —— dollars in full for all claims on the within policy.

Surrender of Policy.

——, —— —, 18—.

For a valuable consideration, the receipt whereof is hereby acknowledged, we surrender to the Life Insurance Company of Virginia the within policy, No.—.

—— ——.
—— ——.

N. B.—To be signed by or for the insured and the person for whose benefit the policy is made.

Assignment.

——, —— —, 18—.

For a valuable consideration, the receipt whereof is hereby acknowledged, I hereby assign and transfer to —— —— all my right, title, and interest in and to the within policy No. — for — sole use and benefit. In case of the death of said assignee before the policy becomes due, then, in that case, it shall be payable to the heirs or assigns of —— ——.

—— ——.

[Endorsed:] 8012. (6.) Copy. No.—. The Life Insurance Co. of Virginia. [Vignette.] Life of —— ——; age —— years ——; amount, $——; annual premium, $——.

783 *Answer Life Ins. Co. of Virginia. Filed Mar.* 6, 1882.

In the Supreme Court of the District of Columbia.

R. Ross Perry & Reginald Fendall, Adm'rs of Thomas L. Hume,
v.
The Life Insurance Company of Virginia, Annie G. Hume, & Others.
} Equity No. 8012.

The separate answer of the Life Insurance Company of Virginia.

The defendant, The Life Insurance Company of Virginia, answering the said bill as to so much thereof as it is advised is material and necessary for it to answer, says—

1. That it is a corporation existing by virtue of an act of Assembly of the State of Virginia, approved March 21st, 1871, as appears by reference to the volume of session acts of said State for 1870, '71, page 222, which said act is prayed to be taken as part of this answer.

2. That the principal office of the company on the 23d
784 April, 1872, was in the city of Petersburg, Virginia, and is now in the city of Richmond, Virginia.

3. That on the 23rd April, 1872, application was made to the defendant, at its office in the said city of Petersburg, for a policy of insurance in the sum of ten thousand dollars, at an annual premium of two hundred & thirty $\frac{80}{100}$ dollars, on the life of Thomas L. Hume,

in behalf of Annie G. Hume, his wife, and their children, the said Thomas L. Hume signing the same for said wife and children.

4. That under the seventh section of the charter of said company, which is as follows:

"Any policy of insurance issued by the Life Insurance Company of Virginia on the life of any person, expressed to be for the benefit of any married woman, whether the same be effected originally by herself or her husband or by any other person, or whether
785 the premiums thereafter be paid by herself or her husband or any other person as aforesaid, shall enure for her sole and separate use and benefit and that of her or husband's children, if any, as may be expressed in said policy, and shall be held by her free from the control or claim of her husband or his creditors or of the person effecting the same and his creditors."

This defendant had a right to issue said policy and accordingly accepted said application as made and issued in policy (being No. 468) in conformity thereof, in which said policy it undertook, subject to the conditions customary and of an annual premium of $230.80, to be paid on the 23d day of April of each year thereafter during the life of said Thomas L. Hume, to pay to Annie G. Hume, wife of said Thomas L. Hume, and their children, the sum of $10,000 sixty days after notice and proof of the death of the said Thomas L. Hume.

786 5. That under the said seventh section of said charter said policy of insurance became, as this defendant is advised, on the 23d day of April, 1872, the property of said Annie G. Hume and her said children, and has so remained to this day without change of any sort.

6. That annual premium according to the terms of said policy, less dividends from the same, amounting to about fifteen per cent. of said premium each year, has been paid to said company, but whether the same was paid out of the funds of said Thomas L. Hume or of said Annie G. Hume or, of any other person, this defendant has no means of knowing.

7. That this defendant has had proof of the death of said Thomas L. Hume for more than sixty days and is ready to pay said policy according to its terms, and the conditions of its charter.

787 8. That at no time since the said policy was issued for the benefit of the said Annie G. Hume and her children would or could defendant have changed the beneficiaries of said policy at the instance of said Thomas L. Hume, nor did the said Thumas L. Hume have power to change the same so as to inure to his estate or to the benefit of any person except the said Annie G. Hume and her children, and this defendant denies the right of the administrators of said Hume to do what he could not have done himself.

9. And, having fully answered so much of the bill of complaint as it is advised by counsel is necessary, this defendant prays to be hence dismissed, &c.

THE LIFE INSURANCE
COMPANY OF VIRGINIA,
By SAM'L B. PAUL, *Pres't.*

788 CITY OF RICHMOND, *State of Virginia,* } *To wit:*

I do solemnly swear that I am the president of the Life Insurance Company of Virginia, and that I have read the answer by me subscribed in the name of said company & know the contents thereof, and that the facts therein stated upon my own knowledge are true & that the facts therein stated upon information and belief I believe to be true.

SAM'L B. PAUL.

Subscribed & sworn to before me the 25th day of February, in the city of Richmond, in the State of Virginia.

[NOTARIAL SEAL.] SAMUEL SINTON, *N. P.*

H. E. DAVIS, *Sol. for Def't.*

789 *Replication to Ans. Life Ins. Co. of Va. Filed Aug.* 16, 1882.

In the Supreme Court of the District of Columbia.

R. ROSS PERRY *et al.* *v.* THE LIFE INS. CO. OF VA. *et al.* } No. 8012, Eq. Doc. 22.

The plaintiffs hereby join issue with the defendants, The Life Insurance Company of Virginia and Annie G. Hume.

R. ROSS PERRY &
REGINALD FENDALL,
Sol'rs for Compl'ts

790 *Order Appointed A. G. Hume Guardian ad Litem. Filed Sep.* 19, 1882.

In the Supreme Court of the District of Columbia, Holding an Equity Court, the 19th Day of September, A. D. 1882.

PERRY *et al.*, Adm'rs, *v.* HUME *et al.* } No. 8012, Eq. Doc. 22.

The infant defendants, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume, having been personally served with process by the marshal on the 24th of last January, it is by the court ordered that the defendant, Annie G. Hume, the mother of said infant defendants, be, and she hereby is, appointed their guardian *ad litem.*

A. B. HAGNER,
Ass. Justice.

791 *Answer of Infants. Filed Sep.* 22, 1882.

In the Supreme Court of District of Columbia.

R. Ross Perry *& als.*
v.
Life Insurance Co. of Va. *& als.* } Equity, 8012.

The answer of the infant defendants, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume, by Annie G. Hume, their guardian *ad litem.*

For answer these defendants say they are infants under the age of twenty-one years, and therefore cannot admit nor deny the allegations contained in the bill of complaint, and they submit their rights to the protection of the court.

ANNIE G. HUME, *Guardian.*

I do solemnly swear that I have read the answer by me subscribed and know the contents thereof, and that the facts stated
792 upon my personal knowledge are true, and the facts stated upon information and belief I believe to be true.

ANNIE G. HUME.

Sworn to and subscribed before me this twenty-first day of September, A. D. 1872.

[NOTARIAL SEAL.] JOSEPH W. DAVIS,
Notary Public.

793 *Replication to Infants' Answer. Filed Nov.* 8, 1882.

In the Supreme Court of the District of Columbia.

R. Ross Perry *et al.*
v.
The Life Ins. Co. of Va. *et al.* } Eq., 8012.

The plaintiffs join issue with the answer of the infant defendants, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume.

R. ROSS PERRY &
REGINALD FENDALL,
For Compl'ts.

794 *Motion to Pay Money into Court. Filed Nov.* 13, 1882.

Supreme Court of the District of Columbia, Holding a Special Term for Equity Business.

R. Ross Perry & *al.*, Adm'rs,
v.
Life Insurance Co. of Va. } Eq., 8012.

Now comes the defendant, Annie G. Hume, by her solicitors, Messrs Enoch Totten and Gordon & Gordon, and moves that an order may be passed by this honorable court requiring the said Life Insurance Company of Virginia to pay into the registry of this honorable court the amount payable under policy No. 468, issued by said company on the life of Thomas L. Hume, now deceased, said amount so paid to be held by the clerk of the court subject to the final determination of the court as to the person or persons entitled to the same.

GORDON & GORDON,
Att'ys for Annie G. Hume.

Notice served 13 Nov., 1882.

H. E. DAVIS,
For Life Ins. Co.

795 *Motion to Discharge Restraining Order. Filed Nov.* 28, 1882.

In the Supreme Court of the District of Columbia.

R. Ross Perry and Reginald Fendall, Administrators of the Estate of Thomas L. Hume, Plaintiffs,
v.
The Life Insurance Company of Virginia and *als.*, Defendants. } Eq., 8012.

Now come the defendants, Annie G. Hume, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume, by their solicitors, Messrs. Enoch Totten and Gordon & Gordon, and move that the restraining order passed in this cause on the 23d day of January, A. D. 1882, be dissolved and the money due upon the policy of insurance on the life of the late Thomas L. Hume in the Life Insurance Company of Virginia be, by order of the honorable court, paid over to the parties named as beneficiaries in said policy.

ENOCH TOTTEN,
GORDON & GORDON,
Solicitors for Defendants Humes.

795½ R. Ross Perry and Reginald Fendall, Administrators, *vs.* The Hartford Life — Annuity Insurance Company *et al.* } 8013, Equity Doc. 22.

796 *Original Bill. Filed Jan'y* 23, 1882.

In the Supreme Court of the District of Columbia, the 23d Day of January, A. D. 1883.

R. Ross Perry and Reginald Fendall, Administrators of the Estate of Thomas L. Hume, Plaintiffs, *v.* The Hartford Life and Annuity Insurance Company of Hartford and Annie G. Hume, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume, Infants, Defendants. } No. 8013, Eq. Doc. 22.

To the supreme court of the District of Columbia:

The bill of complaint of said R. R. Perry and Reginald Fendall, administrators, respectfully show-:

1. That all the parties to this suit are residents of the District of Columbia except the defendant, The Hartford Life and Annuity Insurance Company of Hartford, doing business and having an agent in the District of Columbia.

2. That Thomas L. Hume, late of the said District, departed
797 this life on the 23d day of October, A. D. 1881, in the said District, which was the place of his last domicile, intestate, and that letters of administration upon his personal estate were granted and committed by this court unto the plaintiffs on the 26th day of November, 1881, as will appear from the records of this court.

3. That the said deceased left him surviving his widow, the defendant, Annie G. Hume, and the hereinafter-named children, all of whom are infants under the age of 14 years, and are unmarried, to wit, Adolphus P., Charles, Thomas L., Graham, Rawlings, and Mary E.

4. That the said Thomas L. Hume became and was insolvent on the 1st day of January, A. D. 1871, as the plaintiffs are informed and believe, and that he so continued down to the time of his death; that the only assets which have thus far come to the knowledge of the plaintiffs are certain live stock, which have been sold by the plaintiffs, by the direction of this court, for the sum of about $4,000,
798 and certain other articles of personal property, which have been sold for about the sum of $300; that the ownership of the aforesaid live stock is claimed by Mary E. Pickrell, surviving

executrix of the estate of Adolphus H. Pickrell, late of said District, the father of the said defendant, Annie G. Hume, and that the title to the same is unadjudicated and a subject of litigation in this court between the plaintiffs and the said surviving executrix; that the plaintiffs have also received from the American Life Insurance and Trust Company of Philadelphia, in the State of Pennsylvania, the net sum of $4,762.50, proceeds of a certain policy of life insurance in said company on the life of said Thomas L. Hume, deceased; that, besides these, the plaintiffs have been unable to discover other assets of the said estate of said Thomas L. Hume save certain margins upon shares of stock and other collateral securities pledged by deceased to secure certain debts owed by him, which said margins amount
799 to about $300; that the plaintiffs have further collected the sum of $339.85 upon certain claims due the deceased; that the plaintiffs are at present advised of no other assets of the estate of said Hume, deceased, save as hereinafter stated; that the real estate left by the said deceased was and is, as the plaintiffs are informed and believe, encumbered so near its full value as to render it extremely doubtful whether any part of the same can be appropriated to the payment of the claims of the creditors of the deceased.

5. That the plaintiffs are not at present able to state the exact amount of the debts of the said deceased, but upon information and belief they aver the same will aggregate the sum of least $150,000; that, as the plaintiffs are informed and believe, at least $100,000 of the said indebtedness was contracted originally prior to the year 1871, and that the same has continued by curtailments and
800 renewals down to the time of the death of said Thomas L. Hume.

6. That within a short time before the death of the said Thomas L. Hume, to wit, about twelve months previous, as plaintiffs are informed, and long after the said Hume had been indebted to numerous persons and while he was in greatly embarrassed financial circumstances and insolvent, he procured from the defendant, The Hartford Life and Annuity Insurance Company of Hartford, a policy of insurance upon his life for the sum of five thousand dollars, the loss to be payable to the defendant, Annie G. Hume, his wife, or to his said children, or to both his wife and children in case of his death, the exact terms of which the plaintiffs are unable to state, but which they ask may be discovered and set forth in the answers of the defendants.

7. That the premium on said policy was $—— and was
801 payable on the — day of ——, 18—, and the — day of —— in each year thereafter, and on those days the same was paid to said insurance company by said Thomas L. Hume during his lifetime.

8. That in addition to the said policy of insurance the said Thomas L. Hume also took out the following policies of insurance on his life—that is to say, on the — day of ——, 18—, on for $10,000 in the Connecticut Mutual Life Insurance Company in favor of his said wife and children; on the — day of ——, 18—, one for $10,000 in the Life Insurance Company of Maryland in favor of his said

wife and children; on the — day of ——, 18—, one for $10,000 in the Life Insurance Company of Virginia in favor of his said wife and children.

9. That at the time of the taking out of the policy named in paragraph 6 of this bill and at the time of the payment of the premiums thereon as aforesaid the said Thomas L. Hume was
802 insolvent, and that the money with which said premiums were paid was money he claimed as his own, but which in equity and good conscience he should have applied to the payment of his debts; that the aforementioned payments so made by the said Thomas L. Hume for the premiums aforesaid were made with intent by him to divert his property from the payment of his just debts and with intent to hinder and delay his creditors.

10. That all said premiums for such insurance were paid without the knowledge or consent of the creditors of said Thomas L. Hume, as the plaintiffs are informed and believe, and the said application of moneys to such purpose by him was not known to his creditors until since the death of said Hume.

11. That the said Annie G. Hume is the sole child of the late Adolphus H. Pickrell, of said District; that by his will, here-
803 tofore admitted to probate in this court, she, upon the death of her mother, who is still living and advanced in years, is his sole devisee and legatee of real and personal property worth about $100,000, as plaintiffs are informed and believe.

Wherefore the plaintiffs pray—

1. That said Annie G. Hume, her said children, and the Hartford Life and Annuity Insurance Company of Hartford may be made parties defendant hereto and duly served with process herein, and that they be required to answer and discover fully the amount and date of payments of premiums on the said policy of insurance and the terms and beneficiaries therein.

2. That the said Annie G. Hume, her said children, their and her agents and attorneys, may be enjoined from receiving the said amount due upon the said policy of insurance, either in her
804 own behalf or on behalf of her said children, pending this suit.

3. That the said defendant, The Hartford Life and Annuity Insurance Company of Hartford, its agents and attorneys, may be enjoined from paying over to said defefendant, Annie G. Hume, and her said children, or to their or her agents or attorneys, the amount due and payable under the said policy pending this suit.

4. That a receiver may be appointed by the court to take and hold the amount so due on the said policy, to award the final decree of the court as to its proper disposition.

5. That all necessary accounts may be taken and reference had in the premises, to the end that the rights of the plaintiffs may be ascertained and established herein.

6. That the amount of the said insurance policy may be decreed to be assets of the said Thomas L. Hume, applicable to the payment of the debts owing by him at his death.

805 7. And that the plaintiffs may have such other and further relief in the premises as the nature of their case may require.

R. ROSS PERRY.
REGINALD FENDALL.

DISTRICT OF COLUMBIA, *ss:*

We do solemnly swear that we have read the foregoing bill by us subscribed and know the contents thereof, and that the facts therein stated upon our personal knowledge are true, and that the facts therein stated upon information and belief we believe to be true.

R. ROSS PERRY.
REGINALD FENDALL.

Subscribed and sworn before me Jan'y 23d, 1882.

R. J. MEIGS, *C'k*,
By R. J. MEIGS, JR., *Ass't.*

806 *Subpœna to Answer. Issued Jan'y* 23, 1882.

In the Supreme Court of the District of Columbia, Jan'y 23d, 1882.

R. Ross PERRY *et al.*, Complainant-,
against
HARTFORD LIFE & ANNUITY INS. CO. *et al.*, Defendants. } Equity No. 8013, Docket 22.

The President of the United States to the Hartford Life & Annuity Ins. Co., Annie G. Hume, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, & Mary E. Hume, infants, defendants:

You are hereby commanded to appear in this court at its first special term, occurring twenty days after service of this subp&na, and answer the exigency of the original bill under pain of attachment and such other process of contempt as the court shall award.

Witness D. K. Cartter, chief justice.

R. J. MEIGS,
Clerk, &c.,
By M. A. CLANCY,
Ass't Clerk.

807 *Restraining Order. Issued Jan'y* 23, 1882.

The defendant- are hereby restrained as prayed in the within-mentioned bill until further order, to be made, if at all, after a hearing, which is fixed for the 30th day of January, 1882, of which take notice.

By the court:

A. WYLIE, *Justice.*

M. 18, p. 61.

808 *Marshal's Return. Filed Feb'y 2*, 1882.

Summoned the Hartford Life and Annuity Insurance Co. by service on B. Lewis Blackford, agent, Jan'y 24, 1882, and on T. B. Smith, of firm of F. H. Smith & Son, agents, Jan'y 25th, 1882, and all the others Jan'y 24, 1882.

C. E. HENRY, *Marshal.*

809 *Answer of A. G. Hume. Filed April 25*, 1882.

In the Supreme Court of the District of Columbia.

R. Ross Perry & R. Fendall, Adm'rs,
v.
The Hartford Life & Annuity Ins. Co.,
Annie G. Hume. & *als.*
} Equity No. 8013.

The separate answer of the defendant, Annie G. Hume, to the bill of complaint.

This defendant, for answer, says:

1. She admits the allegations in the first paragraph of the bill.

2. She admits the allegations in the second paragraph of the bill.

3. She admits the allegations in the third paragraph of the bill.

4. She denies that the said Thomas L. Hume became and was insolvent on the first day of January, A. D. 1871, and that he so continued to the time of his death, and she calls for proof of the same, if material to her.

810 5. She knows nothing of her own knowledge as to the amount of indebtedness of said Thomas L. Hume, and, if material to her, she calls for strict proof of the same. She denies that any debts now existing against the estate of the said Thomas L. Hume were contracted prior to the year 1871, and, if material to her, she calls for strict proof of the allegations in regard thereto.

6. In answer to the allegations in the sixth paragraph of the bill she says that on the — day of ——, 1880, applications were made to the defendant, The Hartford Life and Annuity Insurance Company of Hartford, Connecticut, for five certificates of membership in its safety fund department for the sum of one thousand dollars each upon the life of the said Thomas L. Hume for the benefit of this defendant, and that on the 28th day of March, 1881, the said

811 Hartford Life and Annuity Insurance Company issued five certificates of membership to said Thomas L. Hume, being numbers 8828, 8829, 8830, 8831, and 8832, the benefit not to exceed the sum of one thousand dollars in each, and the sums collected on said certificates to be paid to this defendant at the home office of said company within ninety days after the receipt of proofs of death, and upon presentation and surrender of said certificates; that said certificates have never been assigned or transferred by this defendant to any person whatever, but the same have been mislaid and cannot now be found, and this defendant files herewith true

copies of said certificates, marked Exhibits A No. 1, A No. 2, A No. 3, A No. 4, and A No. 5, and prays that the same may be taken as part of this answer.

7. She cannot say how much has been paid upon said certificates to said company, but she is informed and believes that the sum of ten dollars was paid upon each at the time they were issued,
812 and that the sum of twenty-five cents per month has been paid upon each, with certain assessments made from time to time, the amount and number of which she has no knowledge.

8. She admits that there were other policies of insurance upon the life of said Thomas L. Hume, namely, a policy for $10,000 issued on the 17th February, 1881, by the Maryland Life Insurance Company of Baltimore, payable to this defendant for her sole use; a policy for ten thousand dollars issued on 3rd April, 1872, by the Life Insurance Company of Virginia for the sole use of this defendant and her children by the said Thomas L. Hume, and a policy for $10,000 issued on 13th June, 1881, by the Connecticut Mutual Life Insurance Company of Hartford, Connecticut, for this defendant and her children.

813 9. She denies that said Thomas L. Hume was insolvent when said certificates in the Hartford Life and Annuity Insurance Company were issued, and that the money paid on the same was claimed as his own, but in equity should have been applied to the payments of his debts, and she calls for proof as to the truth of the allegations in the ninth paragraph of the bill; and she denies that the payments made to said company were made for the purpose of directing the property of said Thomas L. Hume from the payment of his debts and with the intent to hinder and delay his creditors.

10. She knows nothing as to the allegations in the tenth paragraph of the bill.

11. She admits that she is the only child of Adolphus H. Pickrell, deceased, and that by his will she is the sole devisee of his estate, subject to the life estate therein of her mother, who is living
814 an- is — years of age. She denies that said estate is worth about $100,000, and, on the contrary, she says that none of the personal property belonging to the said estate is now in the hands of his excutrix, the same being held by certain creditors of the said Thomas L. Hume, who claim title thereto, and that in consequence of suits brought against the estate of her father for endorsements for said Thomas L. Hume she cannot say that said estate will have any value whatever in the event of said suits being decided adversely to said estate.

12. And, further answering, she says she denies that the plaintiffs or the creditors of the said Thomas L. Hume or any person or persons whatsoever, except this defendant, have any right, title, or interest in the amounts due upon the five certificates mentioned in the 6th paragraph of the bill or in any part thereof; that
815 said certificates were issued on the insurable interest of this defendant in the life of her husband, and the benefit resulting therefrom cannot be applied to or for the use of any other per-

son or persons except the person or persons whose insurable interest in the life of the insured procured the same; that the creditors of said Thomas L. Hume, if such exist, had an insurable interest in his life, and could have protected themselves by insurance founded on such interest, but she is advised and so charges that said creditors cannot avail themselves of the benefits of a policy based upon the insurable interest of this defendant in the life of her husband.

She denies that any portion of the money paid as upon said certificates was paid with money which should have been applied to the payment of the debts of said Thomas L. Hume or was so paid in fraud of his creditors, and she says that when said pay-
816 ments were made upon said certificates her mother was entitled to all the income arising from the estate of her said father, and to about one thousand dollars per annum in addition from property belonging to her separate estate, all of which income from both sources her mother directed the said Thomas L. Hume to collect and use for the best interest of herself (her mother) and this defendant; that the said Thomas L. Hume collected said income, which was greatly in excess of all the annual payments made by him on account of insurance upon his life, and she charges that all payments made by him on account of the certificates mentioned in the sixth paragraph of the bill were paid out of the money received by him from said income.

She further says that at the time all of said payments were made the said Thomas L. Hume was largely indebted unto the estate of her said father, which estate, she is informed and believes, is
817 the largest creditor of the estate of said Thomas L. Hume, and that if said payments were made out of money belonging to the said Thomas L. Hume the said payments were not made in fraud of his creditors, but were made for the purpose of protecting the rights of this defendant as legatee under the will of her father and as such a large creditor of said Thomas L. Hume.

She further says that she is advised and so charges that the money due upon said certificates cannot be paid to any other person or persons except to this defendant, as said policy was issued in the State of Connecticut, and any payment on account thereof is provided to be made in said State, and that said certificates should be in all respects construed and determined in accordance with the laws of said State, and that the law respecting insurance issued for the benefit of married women in said State provides that
818 all insurance issued for the benefit of a married woman shall enure to her separate use.

She further says that said certificates could not be assigned or transferred unless notice and copy of the assignment should be given to said company, and that no assignment of the same has been made, and that no assignment of the same could have been made by the said Thomas L. Hume, nor could he have done any act whereby the benefits arising from said certificates could have been directed from this defendant.

And, further answering, she says that none of the creditors of said Thomas L. Hume are judgment creditors, and she is advised and so

charges that neither the said creditors nor the administrators of said Thomas L. Hume can bring this suit on the equity side of this honorable court, and she prays that she may have the same bene-
819 fits as though she had specially demurred to the bill of complaint.

Having fully answered, this defendant prays to be hence dismissed with her costs.

ANNIE G. HUME.

Witness:
G. B. BARNARD.

ENOCH TOTTEN,
GORDON & GORDON,
For Defendant.

I do solemnly swear that I have read the answer by me subscribed and know the contents thereof, and that the facts therein stated upon my personal knowledge are true, and that the facts therein stated upon information and belief I believe to be true.

ANNIE G. HUME.

Witness:
G. B. BARNARD.

Sworn to and subscribed before me this thirteenth day of April, A. D. 1882.

[NOTARIAL SEAL.] B. LEWIS BLACKFORD,
Notary Public.

820 EXHIBIT A No. 1. Filed April 25, 1882. R. J. Meigs, Clerk.

Equity No. 8013.

(Sample.)

Certificate of membership. Benefit not to exceed $1,000.

No. 8828. Age, 41.

Safety Fund Department.

The Hartford Life and Annuity Ins. Co., of Hartford, Connecticut,

In consideration of the representations, agreements, and warranties made in the application herefor, and of the admission fee paid; and of the sum of ten dollars, to be paid to said company, to create a safety fund, as hereinafter described, and of twenty-five cents to be paid monthly for expenses, and of the further payment, in accordance with the conditions hereof, of all mortuary assessments, does hereby issue this certificate of membership in its safety fund department to Thomas L. Hume, of Washington, of District of Columbia, with the following agreements:

That said company will deposit said sum of ten dollars, when received, with the trustee, named in a contract made with it (of which a copy is printed hereon) as a safety fund in trust for the uses and

purposes expressed in said contract; and shall at the expiration of five years from July 1, 1879, if said safety fund shall then amount to three hundred thousand dollars, or whenever thereafter said sum shall be attained, make a semi-annual division of the net interest received therefrom by it *pro rata* among all the holders of certificates in force in said department at such times, who shall have contributed five years prior to the date of any such division their stipulated proportion of said fund, by applying the same to the payment of their future dues and assessments; and that whenever said fund shall amount to one million dollars all subsequent receipts therefor shall be divided by the said company in like manner as the interest. Said company further agrees that if at any time, after said fund shall have amounted to three hundred thousand dollars, or after five years from January 1, 1880, if that amount shall not have been attained before that date, it shall fail by reason of insufficient membership, or shall neglect, if justly and legally due, to pay the maximum indemnity provided for by the terms of any certificate issued in said department, and such certificate shall be presented for payment to said trustee by the legal holder thereof, accompanied by satisfactory evidence, as hereinafter provided, of its failure to pay, after demand upon it within the time herein stipulated for limitation of action, then it shall be the duty of said trustee to at once convert said safety fund into money and divide the same (less the reasonable charges and expenses for the management and control of said fund) among all the holders of certificates then in force in said department, or their legal representatives, in the proportion which the amount of each of their certificates shall bear to the amount of the whole number of such certificates in force; and that in such event it shall file with said trustee a correct list, under oath, of the names, residences and amounts of the certificates of all members entitled to participate in such division; the evidence referred to above to be either certification by said insurance company's president or secretary that a claim is justly and legally due, and that payment thereof has been demanded and refused, or the duly attested copy of a final judgment obtained thereupon in any court of competent jurisdiction, satisfaction of which has been neglected or refused for the period of sixty days from its date; and said company further agrees that so long as any certificate of membership in its safety fund department shall remain in force said fund shall be in nowise chargeable or liable for any use or purpose except as above mentioned.

Upon the death of a member aforesaid while this certificate is in force, all the conditions hereof having been conformed to by said member, and on the receipt by the president or secretary of said company of satisfactory proofs of such death, an assessment shall be made upon the holders of all certificates in force in said department at the date of such death, according to the table of graduated assessment rates, given hereon, as determined by their respective ages and the number of such certificates in force at the date of such death, and the sum collected thereon (less ten cents per member for cost of collection) shall be paid—provided, however, that in no case shall

the payment upon this certificate in the event of such death exceed one thousand dollars (less fifteen dollars as a post mortem contribution to said safety fund, if the deceased member shall not have fully contributed therefor as hereinbefore required, together with any balance due said company)—to his wife, Nannie G. Hume, if living; otherwise to his legal representatives within ninety days after the receipt of such proofs, upon presentation and surrender of this certificate; all such payments to be made at the home office of said company in lawful money of the United States.

And said company further agrees that such mortuary assessment shall be in nowise chargeable or liable for any use or purposes other than for the payment of death claims, except as above mentioned.

This certificate is issued by the company and accepted by the member upon the following express conditions and agreements:

1. Application made part of contract.—The application on the faith of which this certificate issues is hereby referred to and made part of this contract.

2. Of payments.—The person to whom this certificate is issued agrees to pay to said company twenty-five cents for expenses on the first day of each and every month after date of issue, and so long as this certificate shall remain in force; and also agrees to pay said company, upon each certificate that shall become a claim, an assessment in accordance with the table of graduated assessment rates, as printed hereon, within thirty days from day on which notice bears date; and further agrees to pay said company the sum of ten dollars towards said safety fund within sixty days from the date of this certificate, which will entitle the holder thereof to all the advantages under said fund, as set forth in the agreement with the trustees aforesaid, a copy of which is printed hereon and hereby made a part of this contract; all such payments to be made direct to said company; but, with the written permission of said company attached hereto, said payment required to be made towards the safety fund or any part thereof may be postponed and made payable at such other times as shall be named in such permission; and while the whole or any portion of such payment shall remain unpaid said company may apply any sum standing to the credit of this certificate towards such payment.

3. Conditions of acceptance.—The holder of this certificate further agrees and accepts the same upon the express condition that if either the monthly dues, assessments, or the payment of the ten dollars towards the safety fund, as hereinbefore requird, are not paid to said company on the day due, then this certificate shall be null and void and of no effect, and no person shall be entitled to damages or the recovery of moneys paid for protection while the certificate was in force, either from said company or the trustee of the safety fund; and that if a legal and just claim to benefit, under the terms of this certificate, shall arise before said safety fund shall have accumulated to three hundred thousand dollars, or before January 1, 1885, and the sum collected on the assessments to be made in such event shall be paid over, as hereinbefore stipulated, or such claim shall arise after said fund shall have accumulated to said amount or after Janu-

ary 1, 1885, and this certificate shall be fully settled and surrendered, or if any final division from said safety fund, as hereinbefore provided, shall be made by the trustee thereof on account of this certificate, then, in such cases, all liability of said company and of its safety fund on account of this certificate shall cease.

4. Mode of giving notice.—A printed or written notice, directed to the address of the member, as it appears at the time on the books of the company, and deposited in the post-office at Hartford, or delivered by an agent of the company, shall be deemed a legal and sufficient notice for all purposes hereof. A transcript of the books of said company, certified by the secretary, showing such facts, shall be taken and accepted as conclusive evidence of the mailing of such notice and of the facts aforesaid as set forth in such transcript.

5. Change of residence or address.—In case of change of residence, post-office address, occupation, or name of the member, or his or her legal representatives, it is agreed on the part of the member that notice thereof in writing shall at once be given to the secretary of the company. In case of failure to do so, the company may proceed for all purposes as if no such change had been made.

6. Prohibitions.—If the member named in this certificate shall be personally engaged in blasting, submarine operations, mining under ground, manufacturing poisonous or explosive chemicals, "braking" or "coupling" on and "making up" of railroad trains, trading or living among savage tribes or nations, or shall be engaged in military or naval service—except in time of peace—without, in each of these cases, having first obtained the written consent of said company; or shall use alcoholic or narcotic stimulants so as to produce intoxication sufficient to impair his or her health or to produce delirium tremens or to cause his or her death, or shall die by self-destruction—feloniously or otherwise, or while intoxicated, or from effects of drunkenness, or in consequence of a duel, or of keeping or visiting unlawful or disreputable resorts, or the violation or attempted violation of the laws of any nation, state, province, or municipality; or if there has been any concealment, misrepresentation, or false statement or statement not true made in the application on which this certificate issues; or if the conditions herein shall not be in all respects observed and performed by the party to whom this certificate issues, then, and in all such cases, this certificate shall be null and void and of no effect, and no person shall be entitled to damages or the recovery of any moneys paid thereon.

7. Travel and residence.—The member herein named is at liberty to travel by railroad, sea, lake, or river, by all trains, first-class steamers, or sailing vessels, and to visit or reside in any portion of the world other than the residence named in the application herefor, where inhabited and civilized and free from epidemics, wars, or internal dissensions.

8. Limitation of action.—It is expressly understood and agreed that no action shall be maintained nor recovery had for any claim upon or by virtue of this certificate after the lapse of one year from the death of said member, and if no suit or proceedings for such recovery be commenced within one year from the date of death of

said member it shall be deemed a waiver on the part of all parties concerned of all rights or claims under or by virtue of this certificate and as conclusive evidence against the validity of such claim, and this certificate shall be null and void and of no effect, and no person shall be entitled to damages or the recovery of any moneys paid thereon; and it is further expressly agreed in case any suit or proceeding shall be commenced for the recovery of any claim under this certificate after the lapse of one year from the death of said member, or when the claim is otherwise illegal or fraudulent, that the person or persons so commencing suit or proceeding, on failure to obtain judgment therefor, shall pay to said company the sum of two hundred dollars as its reasonable attorney fees and damages, which sum shall be taxed as costs in the case, and shall be collected as other costs in the suit are collected.

9. Debts and Liens.—It is further agreed that this certificate shall be charged with any and all amounts that may be owing from the member or beneficiary herein or their assigns to said company at the time of the payment of this certificate, and the company reserves a lien hereon to secure the payment of any such indebtedness and the right to deduct and withhold the amount of any such account or indebtedness in payment thereof; and that in case any country, state, or municipality in which the member or his legal representatives may reside shall levy a tax to be paid by said company on account of any moneys collected hereon said member agrees to pay the amount of such tax to said company in addition to the payments hereinbefore named as part of the payments needed to hold this certificate in force, upon notice and demand by said company, either in connection with the payments of assessments and annual dues or otherwise, as said company may from time to time elect.

10. Assignments.—This certificate shall not be assigned or transferred unless notice and copy of the assignment be given to said company, nor unless a claim hereunder, made by an assignee, be subject to proof of interest.

11. Powers of agents.—Agents of the company cannot alter or waive any of the conditions of this certificate nor issue permits of any kind, and they are not authorized to make any indorsements hereon, nor to receive money on assessments, dues, or safety-fund deposits maturing and payable after the issue of this certificate.

In witness whereof the said Hartford Life and Annuity Insurance Company have, by their president and secretary, signed and delivered this contract, at Hartford, Conn., this 28 day of March, one thousand eight hundred and eighty.

[Seal Hartford Life & Annuity Insurance Co., Hartford, Conn.]

(Signed) E. H. CROSBY, *President.*
(Signed) STEPHEN BALL, *Secretary.*

Agents of the company are not authorized to make any indorsements on this certificate.

Trustee's Contract.

This agreement, made and entered into this thirty-first day of December, A. D. 1879, by and between the Hartford Life and Annuity Insurance Company, a corporation organized under the laws of the State of Connecticut, and located in the city of Hartford, in said State, party of the first part, and the Security Company, a like corporation, also located at said Hartford, party of the second part, witnesseth:

Whereas the party of the first part purposes to issue to persons contracting therefor certificates of membership in a special department of its business to be known as the safety fund department, and, in consideration of the sum of ten dollars to be received on each one thousand dollars of the amount of each and every such certificate, for the purpose of creating its safety fund, to insert therein sundry agreements with such persons in the following words, to wit:

"That said company will deposit said sum of ten dollars when received with the trustee named in a contract made with it (of which a copy is printed hereon), as a safety fund in trust for the uses and purposes expressed in said contract, and shall at the expiration of five years from July 1, 1879, if said safety fund shall then amount to three hundred thousand dollars, or whenever thereafter said sum shall be attained, make a semi-annual division of the net interest received therefrom by it *pro rata* among all the holders of certificates in force in said department at such times, who shall have contributed five years prior to the date of any such division their stipulated proportion of said fund, by applying the same to the payment of their future dues and assessments, and that whenever said fund shall amount to one million dollars all subsequent receipts therefor shall be divided by the said company in like manner as the interest.

"Said company further agrees that if at any time after said fund shall have amounted to three hundred thousand dollars, or after five years from January 1, 1880, if that amount shall not have been attained before that date, it shall fail by reason of insufficient membership, or shall neglect if justly and legally due to pay the maximum indemnity provided for by the terms of any certificate issued in said department, and such certificate shall be presented for payment to said trustee by the legal holder thereof, accompanied by satisfactory evidence, as hereinafter provided, of its failure to pay after demand upon it within the time herein stipulated for limitation of action, then it shall be the duty of said trustee to at once convert said safety fund into money and divide the same (less the reasonable charges and expenses for the management and control of said fund) among all the holders of certificates then in force in said department, or their legal representatives, in the proportion which the amount of each of their certificates shall bear to the amount of the whole number of such certificates in force; and that in such event it shall file with said trustee a correct list, under oath,

of the names, residences, and amounts of the certificates of all members entitled to participate in such division; the evidence referred to above to be either certification by said insurance company's president or secretary that a claim is justly and legally due and that payment thereof has been demanded and refused, or the duly attested copy of a final judgment obtained thereupon in any court of competent jurisdiction, satisfaction of which has been neglected or refused for the period of sixty days from its date.

"And said company further agrees that so long as any certificate of membership in its safety fund department shall remain in force said fund shall be in nowise chargeable or liable for any use or purpose except as above mentioned."

Now, therefore, the party of the first part, in consideration of the covenants and agreements hereinafter contained on the part of the party of the second part and in accordance with its agreement with its certificate holders, as hereinbefore recited, does hereby appoint the party of the second part trustee as aforesaid, and covenants and agrees with it and its successors in said trust to deposit with said trustee as soon as received the sum of ten dollars on each thousand dollars of the amount of each and every certificate of membership issued by it in the aforesaid department until said fund shall amount to one million dollars, to be by said trustee held in trust and accumulated as hereinafter agreed, and the income thereof, less the reasonable compensation and expenses of said trust, to be paid over to the party of the first part, as hereafter provided, to be used by the party of the first part in accordance with the hereinbefore recited agreements; and when said trustee shall pay the income as above to the party of the first part or shall make any other payments from said fund, as required by the terms hereof, the liability of said trustee on the amount so paid shall cease; it being understood and agreed that said fund belongs to the party of the first part subject to the expressed trusts herein provided.

And the party of the second part, for itself and its successors, in consideration of such deposits and of a reasonable compensation for its services, and the necessary expenses of managing said trust, covenants and agrees with the party of the first part and its successors and with each of the holders of the aforesaid certificates that it will receive, hold, manage, and dispose of all said deposits, made with it by said insurance company, principal and income in accordance with the uses and purposes specified in the hereinbefore recited agreements of the party of the first part with its certificate holders; and shall at all reasonable times exhibit to the party of the first part all the securities and investments composing said trust fund, and shall render true statements of the account of said funds and the income thereof to any person entitled to request the same by reason of an interest therein; said party of the first part hereby agreeing to keep the party of the second part correctly informed of the names, addresses, numbers, and amounts of certificates of all persons thus entitled.

That, as often as the sums composing such fund shall be in amount sufficient to purchase one thousand dollars, par value, of United

States bonds, said trustee shall make investments of such funds therein and register the same in its name as trustee of the safety fund of the said insurance company, and, provided no default by the party of the first part as hereinbefore recited shall occur, shall accumulate said fund and the income thereof (less the reasonable compensation and expenses), for five years from July 1st, 1879, or until such time thereafter as said fund shall amount to three hundred thousand dollars, par value, of the bonds purchased for said fund, when the party of the second part will pay over to the party of the first part, semi-annually thereafter, all the further income from said fund (less the accruing and unpaid compensation and expenses), to be by the party of the first part used for the purposes mentioned in the hereinbefore recited agreements; and, unless such default shall occur, will thereafter add to the principal of said fund the deposits thereafter received from the party of the first part, exclusive of the income therefrom, until the whole fund shall amount in such bonds, at their par value, to one million dollars; and in the event of the failure or neglect mentioned in the hereinbefore recited agreements will convert said fund into money and divide the same in accordance with the hereinbefore-recited agreements, as soon as can reasonably be done after the necessary information of the proper persons and their shares shall have been obtained, said party of the first part hereby agreeing to put the party of the second part in possession of the information required for the making of a proper division thereof as agreed with its certificate holders.

All payments required hereby to be made to the party of the first part to cease upon the aforesaid failure or neglect of the party of the first part; and all payments required herein to be made to the certificate holders by the party of the second part to be made at the office of said trustee or of the successor in said trust.

The necessary expenses connected with the management of said fund shall be limited to the ordinary commissions for purchasing or selling and transfer or transmission of the hereinbefore mentioned bonds, together with the cost of the stationary and postage used in replying to requests for information of the condition of said fund and the actual cost of any judicial action needed to determine the legal status of said fund; all other expense to be included in and covered by such reasonable charge as shall be made for the compensation of the trusteeship, to be determined by the amount of time and labor involved in the execution thereof.

It is hereby mutually understood and agreed by both parties hereto that all the hereinbefore-recited agreements of the party of the first part with the certificate holders shall constitute the uses and purposes of the trust expressed herein; and it is hereby further understood and agreed that at such time as it shall be shown that all certificates of membership issued by the party of the first part in its safety fund department have been legally settled and surrendered to it, or properly cancelled in accordance with their terms, it shall be held and considered that the uses and purposes of said trust have been fully accomplished by said insurance company,

and the balance of said fund, if any, shall be paid over to the party of the first part.

And it is further understood and agreed that if said party of the second part shall, for any cause, fail to perform its duties as such trustee as hereinbefore specified, or if, by reason of financial embarrassment of the party of the second part or other cause, it shall be deemed expedient to remove said trust from its hands, then a new trustee may be appointed, by the mutual nomination of said insurance company and the then insurance commissioner of the State of Connecticut, to succeed to said trust, with all the duties and obligations herein imposed upon said original trustee, and said party of the second part shall surrender said fund to such successor.

In witness whereof the party of the first part has affixed hereto the corporate seal of said insurance company and caused these presents to be signed by its president and secretary.

And the party of the second part has hereto affixed its corporate seal, and its president and treasurer have hereunto set their hands.

Done in duplicate, at Hartford, in the State of Connecticut, the day and year first above written.

HARTFORD LIFE AND ANNUITY INS. CO.,
By E. H. CROSBY, *President*, and
[SEAL.] STEPHEN BALL, *Secretary*.
SECURITY COMPANY,
By ROBERT E. DAY, *President*, and
[SEAL.] WILLIAM L. MATSON, *Treasurer*.

Table of Graduated Assessment Rates for Death Losses for Every $1,000 *of a Total Indemnity of* $1,000,000.

Age.	Rate.	Age.	Rate.	Age.	Rate.	Age.	Rate.
15 to 21	$0 65	33	$0 91	44	$1 20	55	$1 92
22	67	34	94	45	1 22	56	2 03
23	69	35	97	46	1 25	57	2 15
24	71	36	1 00	47	1 30	58	2 32
25	73	37	1 03	48	1 35	59	2 50
26	75	38	1 06	49	1 40	60	2 68
27	77	39	1 09	50	1 47	61	2 86
28	79	40	1 12	51	1 54	62	3 08
29	81	41	1 14	52	1 63	63	3 30
30	83	42	1 16	53	1 72	64	3 65
31	85	43	1 18	54	1 81	65	4 00
32	88						

☞ These rates decrease in proportion as the total indemnity in force increases above one million dollars in amount, and are calculated so as to cover the usual expense for collecting.

Endorsed: This company has no agents authorized to receive money on assessments, dues, or safety fund deposit, or on any account after issuing of certificate. Sample. No. 8828. Safety fund department. Certificate of membership. Benefit not to exceed $1,000. Issued by the Hartford Life and Annuity Insurance Co., Hartford, Conn. Name, Thomas L. Hume. Agent, P. Lewis Blackford.

☞ Read carefully all the conditions of this certificate.

No person should be a party to a contract without knowing all its conditions.

After an agent has delivered this certificate and collected the admission fee his responsibility ceases, and no other payment connected with the indemnity under this certificate must be made to an agent without the production of a receipt signed by the company's secretary.

Always give number of this certificate in writing to home office.

Received of the Hartford Life and Annuity Insurance Company, of Hartford, Conn., ——, in full for all claims under this certificate, No. ——, on the life of —— ——, deceased.

—— ——, *Beneficiary.*
—— ——, *Beneficiary.*

Witness:
—— ——.

Know all men by these presents that the undersigned beneficiar— named in the within certificate, issued to —— ——, in consideration of ——, have sold, assigned, and conveyed to —— ——, of ——, county of ——, State of ——, and to h— heirs and assigns forever, all —— right, title, and interest in the within certificate of membership, subject to the terms and conditions thereof.

I hereby constitute the said assignee or assignees its attorney in my name, but to h— own use, to take all legal measures which may be proper to keep in force said certificate and finally collect all amounts due and to become due thereunder, with power of substitution.

Witness my hand and seal this — day of ——, 18—.

—— ——. [SEAL.]

If more than one beneficiary they can sign below.

821 EXHIBIT A No. 2. Filed Apr. 25, 1882. R. J. Meigs, Clerk.

Equity No. 8013.

(Sample.)

Certificate of membership. Benefit not to exceed $1,000.

No. 8829. Age, 41.

Safety Fund Department.

The Hartford Life and Annuity Ins. Co. of Hartford, Connecticut,

In consideration of the representations, agreements, and warranties made in the application herefor, and of the admission fee paid,

and of the sum of ten dollars to be paid to said company to create a safety fund as hereinafter described, and of twenty-five cents to be paid monthly for expenses, and of the further payment, in accordance with the conditions hereof, of all mortuary assessments, does hereby issue this certificate of membership in its safety fund department to Thomas L. Hume, of Washington, District of Columbia, with the following agreements:

That said company will deposit said sum of ten dollars, when received, with the trustee named in a contract made with it (of which a copy is printed hereon) as a safety fund in trust for the uses and purposes expressed in said contract, and shall at the expiration of five years from July 1, 1879, if said safety fund shall then amount to three hundred thousand dollars, or whenever thereafter said sum shall be attained, make a semi-annual division of the net interest received therefrom by it *pro rata* among all the holders of certificates in force in said department at such times who shall have contributed five years prior to the date of any such division their stipulated proportion of said fund by applying the same to the payment of their future dues and assessments, and that whenever said fund shall amount to one million dollars all subsequent receipts therefor shall be divided by the said company in like manner as the interest. Said company further agrees that if at any time after said fund shall have amounted to three hundred thousand dollars, or after five years from January 1, 1880, if that amount shall not have been attained before that date, it shall fail by reason of insufficient membership, or shall neglect, if justly and legally due, to pay the maximum indemnity provided for by the terms of any certificate issued in said department, and such certificate shall be presented for payment to said trustee by the legal holder thereof, accompanied by satisfactory evidence, as hereinafter provided, of its failure to pay, after demand upon it within the time herein stipulated for limitation of action, then it shall be the duty of said trustee to at once convert said safety fund into money, and divide the same (less the reasonable charges and expenses for the management and control of said fund) among all the holders of certificates then in force in said department or their legal representatives in the proportion which the amount of each of their certificates shall bear to the amount of the whole number of such certificates in force, and that in such event it shall file with said trustee a correct list, under oath, of the names, residences, and amounts of the certificates of all members entitled to participate in such division; the evidence referred to above to be either certification by said insurance company's president or secretary that a claim is justly and legally due, and that payment thereof has been demanded and refused, or the duly attested copy of a final judgment obtained thereupon in any court of competent jurisdiction, satisfaction of which has been neglected or refused for the period of sixty days from its date; and said company further agrees that so long as any certificate of membership in its safety fund department shall remain in force said fund shall be in nowise chargeable or liable for any use or purpose except as above mentioned.

Upon the death of the member aforesaid while this certificate is

in force, all the conditions hereof having been conformed to by said member, and on the receipt by the president or secretary of said company of satisfactory proofs of such death, an assessment shall be made upon the holders of all certificates in force in said department at the date of such death, according to the table of graduated assessment rates given hereon, as determined by their respective ages and the number of such certificates in force at the date of such death, and the sum collected thereon (less ten cents per member for cost of collection) shall be paid: Provided, however, That in no case shall the payment upon this certificate in the event of such death exceed one thousand dollars (less fifteen dollars as a post-mortem contribution to said safety fund, if the deceased member shall not have fully contributed therefor as hereinbefore required, together with any balance due said company), to his wife, Nannie G. Hume, if living; otherwise to his legal representatives within ninety days after the receipt of such proofs upon presentation and surrender of this certificate; all such payments to be made at the home office of said company in lawful money of the United States.

And said company further agrees that such mortuary assessment shall be in nowise chargeable or liable for any use or purposes other than for the payment of death claims, except as above mentioned.

This certificate is issued by the company and accepted by the member upon the following express conditions and agreements:

1. Application made part of contract.—The application on the faith of which this certificate issues is hereby referred to and made a part of this contract.

2. Of payments.—The person to whom this certificate is issued agrees to pay to said company twenty-five cents for expenses on the first day of each and every month after date of issue and so long as this certificate shall remain in force; and also agrees to pay said company, upon each certificate that shall become a claim, an assessment in accordance with the table of graduated assessment rates as printed hereon within thirty days from day on which notice bears date; and further agrees to pay said company the sum of ten dollars towards said safety fund within sixty days from the date of this certificate, which will entitle the holder hereof to all the advantages under said fund as set forth in the agreement with the trustees aforesaid, a copy of which is printed hereon and hereby made a part of this contract; all such payments to be made direct to said company, but with the written permission of said company attached hereto; said payment required to be made towards the safety fund or any part thereof may be postponed and made payable at such other times as shall be named in such permission, and while the whole or any portion of such payment shall remain unpaid said company may apply any sum standing to the credit of this certificate towards such payment.

3. Conditions of acceptance.—The holder of this certificate further agrees and accepts the same upon the express condition that if either the monthly dues, assessments, or the payment of the ten dollars towards the safety fund, as hereinbefore required, are not paid to said company on the day due, then this certificate shall be null and

void and of no effect, and no person shall be entitled to damages or the recovery of any moneys paid for protection while the certificate was in force, either from said company or the trustee of the safety fund; and that if a legal and just claim to benefit, under the terms of this certificate, shall arise before said safety fund shall have accumulated to three hundred thousand dollars, or before January 1, 1885, and the sum collected on the assessments to be made in such event shall be paid over, as hereinbefore stipulated; or — such claim shall arise after said fund shall have accumulated to said amount, or after January 1, 1885, and this certificate shall be fully settled and surrendered; or if any final division from said safety fund, as hereinbefore provided, shall be made by the trustee thereof on account of this certificate, then, in such cases, all liability of said company and of its safety fund on account of this certificate shall cease.

4. Mode of giving notice.—A printed or written notice, directed to the address of the member, as it appears at the time on the books of the company, and deposited in the post office at Hartford, or delivered by an agent of the company, shall be deemed a legal and sufficient notice for all purposes hereof. A transcript of the books of said company, certified by the secretary, showing such facts, shall be taken and accepted as conclusive evidence of the mailing of such notice, and of the facts aforesaid, as set forth in such transcript.

5. Change of residence or address.—In case of change of residence, post-office address, occupation, or name of the member, or his or her legal representative, it is agreed on the part of the member that notice thereof in writing shall at once be given to the secretary of the company. In case of failure to do so, the company may proceed for all purposes as if no such change had been made.

6. Prohibitions.—If the member named in this certificate shall be personally engaged in blasting, submarine operations, mining under ground, manufacturing poisonous or explosive chemicals, "braking" or "coupling" on and "making up" of railroad trains, trading or living among savage tribes or nations, or shall be engaged in military or naval service, except in time of peace, without, in each of these cases, having first obtained the written consent of said company, or shall use alcoholic or narcotic stimulants so as to produce intoxication sufficient to impair his or her health or to produce delirium tremens, or to cause his or her death, or shall die by self-destruction—feloniously or otherwise—or while intoxicated, or from effects of drunkenness, or in consequence of a duel, or of keeping or visiting unlawful or disreputable resorts, or the violation or attempted violation of the laws of any nation, State, province, or municipality, or if there has been any concealment, misrepresentation, or false statement or statement not true made in the application on which this certificate issues, or if the conditions herein shall not be in all respects observed and performed by the party to whom this certificate issues, then, and in all such cases, this certificate shall be null and void and of no effect, and no person shall be entitled to damages or the recovery of any moneys paid thereon.

7. Travel and residence.—The member herein named is at liberty to travel by railroad, sea, lake, or river, by all trains, first-class steamers, or sailing vessels, and to visit or reside in any portion of the world other than the residence named in the application herefor, where inhabited and civilized and free from epidemics, wars, or internal dissensions.

8. Limitation of action.—It is expressly understood and agreed that no action shall be maintained nor recovery had for any claim upon or by virtue of this certificate after the lapse of one year from the death of said member, and if no suit or proceedings for such recovery be commenced within one year from the date of death of said member, it shall be deemed a waiver on the part of all parties concerned of all rights or claims under or by virtue of this certificate and as conclusive evidence against the validity of such claim, and this certificate shall be null and void and of no effect, and no person shall be entitled to damages or the recovery of any moneys paid thereon; and it is further expressly agreed, in case any suit or proceeding shall be commenced for the recovery of any claim under this certificate after the lapse of one year from the death of said member, or when the claim is otherwise illegal or fraudulent, that the person or persons so commencing suit or proceeding, on failure to obtain judgment therefor, shall pay to said company the sum of two hundred dollars, as its reasonable attorney's fees and damages, which sum shall be taxed as costs in the case and shall be collected as other costs in the suit are collected.

9. Debts and liens.—It is further agreed that this certificate shall be charged with any and all amounts that may be owing from the member or beneficiary herein or their assigns to said company at the time of the payment of this certificate, and the company reserves a lien hereon to secure the payment of such indebtedness and the right to deduct and withhold the amount of any such account or indebtedness in payment thereof; and that in case any county, State, or municipality in which the member or his legal representatives may reside shall levy a tax to be paid by said company on account of any moneys collected hereon, said member agrees to pay the amount of such tax to said company, in addition to the payments hereinbefore named, as part of the payments needed to hold this certificate in force, upon notice and demand by said company, either in connection with the payments of assessments and annual dues or otherwise, as said company may from time to time elect.

10. Assignments.—This certificate shall not be assigned or transferred unless notice and copy of the assignment be given to said company nor unless a claim hereunder, made by an assignee, be subject to proof of interest.

11. Powers of agents.—Agents of the company cannot alter or waive any of the conditions of this certificate nor issue permits of any kind, and they are not authorized to make any indorsements hereon nor to receive money on assessments, dues, or safety fund deposits maturing and payable after the issue of this certificate.

In witness whereof the said Hartford Life and Annuity Insurance Company have, by their president and secretary, signed and deliv-

ered this contract at Hartford, Conn., this 28 day of March, one thousand eight hundred and eighty- —.

[Seal Hartford Life & Annuity Insurance Co., Hartford, Conn.]

(Signed) E. H. CROSBY, *President.*
(Signed) STEPHEN BALL, *Secretary.*

Agents of the company are not authorized to make any indorsements on this certificate.

Trustee's Contract.

This agreement, made and entered into this thirty-first day of December, A. D. 1879, by and between the Hartford Life and Annuity Insurance Company, a corporation organized under the laws of the State of Connecticut and located in the city of Hartford, in said State, party of the first part, and the Security Company, a like corporation, also located at said Hartford, party of the second part, witnesseth:

Whereas the party of the first part purposes to issue to persons contracting therefor certificates of membership in a special department of its business to be known as the safety fund department, and, in consideration of the sum of ten dollars to be received on each one thousand dollars of the amount of each and every such certificate for the purpose of creating its safety fund, to insert therein sundry agreements with such persons in the words following, to wit:

"That said company will deposit said sum of ten dollars, when received, with the trustee named in a contract made with it (of which a copy is printed hereon) as a safety fund in trust for the uses and purposes expressed in said contract, and shall, at the expiration of five years from July 1, 1879, if said safety fund shall then amount to three hundred thousand dollars, or whenever thereafter said sum shall be attained, make a semi-annual division of the net interest received therefrom by it *pro rata* among all the holders of certificates in force in said department at such times who shall have contributed five years prior to the date of any such division their stipulated proportion of said fund, by applying the same to the payment of their future dues and assessments, and that whenever said fund shall amount to one million dollars all subsequent receipts therefor shall be divided by the said company in like manner as the interest.

"Said company further agrees that if at any time after said fund shall have amounted to three hundred thousand dollars, or after five years from January 1, 1880, if that amount shall not have been attained before that date, it shall fail by reason of insufficient membership or shall neglect, if justly and legally due, to pay the maximum indemnity provided for by the terms of any certificate issued in said department and such certificate shall be presented for payment to said trustee by the legal holder thereof, accompanied by satisfactory evidence, as hereinafter provided, of its failure to pay, after demand upon it, within the time herein stipulated for limitation of action, then it shall be the duty of said trustee to at once convert said safety fund into money and divide the same (less the

7. Travel and residence.—The member herein named is at liberty to travel by railroad, sea, lake, or river, by all trains, first-class steamers, or sailing vessels, and to visit or reside in any portion of the world other than the residence named in the application herefor, where inhabited and civilized and free from epidemics, wars, or internal dissensions.

8. Limitation of action.—It is expressly understood and agreed that no action shall be maintained nor recovery had for any claim upon or by virtue of this certificate after the lapse of one year from the death of said member, and if no suit or proceedings for such recovery be commenced within one year from the date of death of said member, it shall be deemed a waiver on the part of all parties concerned of all rights or claims under or by virtue of this certificate and as conclusive evidence against the validity of such claim, and this certificate shall be null and void and of no effect, and no person shall be entitled to damages or the recovery of any moneys paid thereon; and it is further expressly agreed, in case any suit or proceeding shall be commenced for the recovery of any claim under this certificate after the lapse of one year from the death of said member, or when the claim is otherwise illegal or fraudulent, that the person or persons so commencing suit or proceeding, on failure to obtain judgment therefor, shall pay to said company the sum of two hundred dollars, as its reasonable attorney's fees and damages, which sum shall be taxed as costs in the case and shall be collected as other costs in the suit are collected.

9. Debts and liens.—It is further agreed that this certificate shall be charged with any and all amounts that may be owing from the member or beneficiary herein or their assigns to said company at the time of the payment of this certificate, and the company reserves a lien hereon to secure the payment of such indebtedness and the right to deduct and withhold the amount of any such account or indebtedness in payment thereof; and that in case any county, State, or municipality in which the member or his legal representatives may reside shall levy a tax to be paid by said company on account of any moneys collected hereon, said member agrees to pay the amount of such tax to said company, in addition to the payments hereinbefore named, as part of the payments needed to hold this certificate in force, upon notice and demand by said company, either in connection with the payments of assessments and annual dues or otherwise, as said company may from time to time elect.

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In witness whereof the said Hartford Life and Annuity Insurance Company have, by their president and secretary, signed and deliv-

ered this contract at Hartford, Conn., this 28 day of March, one thousand eight hundred and eighty- —.

[Seal Hartford Life & Annuity Insurance Co., Hartford, Conn.]

(Signed) E. H. CROSBY, *President.*
(Signed) STEPHEN BALL, *Secretary.*

Agents of the company are not authorized to make any indorsements on this certificate.

Trustee's Contract.

This agreement, made and entered into this thirty-first day of December, A. D. 1879, by and between the Hartford Life and Annuity Insurance Company, a corporation organized under the laws of the State of Connecticut and located in the city of Hartford, in said State, party of the first part, and the Security Company, a like corporation, also located at said Hartford, party of the second part, witnesseth:

Whereas the party of the first part purposes to issue to persons contracting therefor certificates of membership in a special department of its business to be known as the safety fund department, and, in consideration of the sum of ten dollars to be received on each one thousand dollars of the amount of each and every such certificate for the purpose of creating its safety fund, to insert therein sundry agreements with such persons in the words following, to wit:

"That said company will deposit said sum of ten dollars, when received, with the trustee named in a contract made with it (of which a copy is printed hereon) as a safety fund in trust for the uses and purposes expressed in said contract, and shall, at the expiration of five years from July 1, 1879, if said safety fund shall then amount to three hundred thousand dollars, or whenever thereafter said sum shall be attained, make a semi-annual division of the net interest received therefrom by it *pro rata* among all the holders of certificates in force in said department at such times who shall have contributed five years prior to the date of any such division their stipulated proportion of said fund, by applying the same to the payment of their future dues and assessments, and that whenever said fund shall amount to one million dollars all subsequent receipts therefor shall be divided by the said company in like manner as the interest.

"Said company further agrees that if at any time after said fund shall have amounted to three hundred thousand dollars, or after five years from January 1, 1880, if that amount shall not have been attained before that date, it shall fail by reason of insufficient membership or shall neglect, if justly and legally due, to pay the maximum indemnity provided for by the terms of any certificate issued in said department and such certificate shall be presented for payment to said trustee by the legal holder thereof, accompanied by satisfactory evidence, as hereinafter provided, of its failure to pay, after demand upon it, within the time herein stipulated for limitation of action, then it shall be the duty of said trustee to at once convert said safety fund into money and divide the same (less the

reasonable charges and expenses for the management and control of said fund) among all the holders of certificates then in force in said department or their legal representatives in the proportion which the amount of each of their certificates shall bear to the amount of the whole number of such certificates in force, and that in such event it shall file with said trustee a correct list, under oath, of the names, residences, and amounts of the certificates of all members entitled to participate in such division; the evidence referred to above to be either certification by said insurance company's president or secretary that a claim is justly and legally due and that payment thereof has been demanded and refused or the duly attested copy of a final judgment obtained thereupon in any court of competent jurisdiction, satisfaction of which has been neglected or refused for the period of sixty days from its date.

"And said company further agrees that so long as any certificate of membership in its safety fund department shall remain in force, said fund shall be in nowise chargeable or liable for any use or purpose except as above mentioned."

Now, therefore, the party of the first part, in consideration of the covenants and agreements hereinafter contained on the part of the party of the second part and in accordance with its agreement with its certificate holders, as hereinbefore recited, does hereby appoint the party of the second part trustee as aforesaid, and covenants and agrees with it and its successors in said trust to deposit with said trustee, as soon as received, the sum of ten dollars on each thousand dollars of the amount of each and every certificate of membership issued by it in the aforesaid department until said fund shall amount to one million dollars, to be by said trustee held in trust and accumulated as hereinafter agreed, and the income thereof, less the reasonable compensation and expenses of said trust, to be paid over to the party of the first part, as hereafter provided, to be used by the party of the first part in accordance with the hereinbefore-recited agreements; and when said trustee shall pay the income, as above, to the party of the first part or shall make any other payments from said fund, as required by the terms hereof, the liability of said trustee on the amount so paid shall cease, it being understood and agreed that said fund belongs to the party of the first part, subject to the expressed trusts herein provided.

And the party of the second part, for itself and its successors, in consideration of such deposits and of a reasonable compensation for its services and the necessary expenses of managing said trust, covenants and agrees with the party of the first part and its successors and with each of the holders of the aforesaid certificates that it will receive, hold, manage, and dispose of all said deposits made with it by said insurance company, principal and income, in accordance with the uses and purposes specified in the hereinbefore-recited agreements of the party of the first part with its certificate holders, and shall at all reasonable times exhibit to the party of the first part all the securities and investments composing said trust fund, and shall render true statements of the account of said funds and the income thereof to any person entitled to request the same by reason of an

interest therein, said party of the first part hereby agreeing to keep the party of the second part correctly informed of the names, addresses, numbers, and amounts of certificates of all persons thus entitled.

That, as often as the sums composing such fund shall be in amount sufficient to purchase one thousand dollars, par value, of United States bonds, said trustee shall make investments of such funds therein and register the same in its name as trustee of the safety fund of the said insurance company, and, provided no default by the party of the first part, as hereinbefore recited, shall occur, shall accumulate said fund and the income thereof (less the reasonable compensation and expenses) for five years from July 1st, 1879, or until such time thereafter as said fund shall amount to three hundred thousand dollars, par value, of the bonds purchased for said fund, when the party of the second part will pay over to the party of the first part, semi-annually thereafter, all the further income from said fund (less the accruing and unpaid compensation and expenses) to be by the party of the first part used for the purposes mentioned in the hereinbefore-recited agreements, and unless such default shall occur will thereafter add to the principal of said fund the deposits thereafter received from the party of the first part, exclusive of the income therefrom, until the whole fund shall amount in such bonds, at their par value, to one million dollars, and in the event of the failure or neglect mentioned in the hereinbefore-recited agreements will convert said fund into money and divide the same in accordance with the hereinbefore-recited agreements, as soon as can reasonably be done after the necessary information of the proper persons and their shares shall have been obtained, said party of the first part hereby agreeing to put the party of the second part in possession of the information required for the making of a proper division thereof as agreed with its certificate holders.

All payments required hereby to be made to the party of the first part to cease upon the aforesaid failure or neglect of the party of the first part, and all payments required herein to be made to the certificate holders by the party of the second part to be made at the office of said trustee or of the successor in said trust.

The necessary expenses connected with the management of said fund shall be limited to the ordinary commissions for purchasing or selling and transfer or transmission of the hereinbefore-mentioned bonds, together with the cost of the stationery and postage used in replying to requests for information of the condition of said fund and the actual cost of any judicial action needed to determine the legal status of said fund; all other expense to be included in and covered by such reasonable charge as shall be made for the compensation of the trusteeship, to be determined by the amount of time and labor involved in the execution thereof.

It is hereby mutually understood and agreed by both parties hereto that all the hereinbefore-recited agreements of the party of the first part with the certificate holders shall constitute the uses and purposes of the trust expressed herein; and it is hereby further understood and agreed that at such time as it shall be shown that all

certificates of membership issued by the party of the first part in its safety fund department have been legally settled and surrendered to it or properly canceled in accordance with their terms, it shall be held and considered that the uses and purposes of said trust have been fully accomplished by said insurance company, and the balance of said fund, if any, shall be paid over to the party of the first part.

And it is further understood and agreed that if said party of the second part shall, for any cause, fail to perform its duties as such trustee, as hereinbefore specified, or if, by reason of financial embarrassment of the party of the second part or other cause, it shall be deemed expedient to remove said trust from its hands, then a new trustee may be appointed by the mutual nomination of said insurance company and the then insurance commissioner of the State of Connecticut to succeed to said trust, with all the duties and obligations herein imposed upon said original trustee, and said party of the second part shall surrender said fund to such successor.

In witness whereof the party of the first part has affixed hereto the corporate seal of said insurance company and caused these presents to be signed by its president and secretary.

And the party of the second part has hereto affixed its corporate seal and its president and treasurer have hereunto set their hands.

Done in duplicate, at Hartford, in the State of Connecticut, the day and year first above written.

HARTFORD LIFE AND ANNUITY INS. CO.,
[SEAL.] By E. H. CROSBY, *President*,
And STEPHEN BALL, *Secretary*.
SECURITY COMPANY,
[SEAL.] By ROBERT E. DAY, *President*,
And WILLIAM L. MATSON, *Treasurer*.

Table of Graduated Assessment Rates for Death Losses for Every $1,000, *of a Total Indemnity of* $1,000,000.

Age.	Rate.	Age.	Rate.	Age.	Rate.	Age.	Rate.
15 to 21	$0 65	33	$0 91	44	$1 20	55	$1 92
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25	73	37	1 03	48	1 35	59	2 50
26	75	38	1 06	49	1 40	60	2 68
27	77	39	1 09	50	1 47	61	2 86
28	79	40	1 12	51	1 54	62	3 08
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30	83	42	1 16	53	1 72	64	3 65
31	85	43	1 18	54	1 81	65	4 00
32	88						

☞These rates decrease in proportion as the total indemnity in force increases above one million dollars in amount, and are calculated so as to cover the usual expense for collecting.

[Endorsed:] This company has no agents authorized to receive money on assessments, dues, or safety fund deposit, or on any account after issuing of certificate. Sample. No. 8829. Safety fund department. Certificate of membership. Benefit not to exceed $1,000. Issued by the Hartford Life and Annuity Insurance Co., Hartford, Conn. Name, Thomas L. Hume. Agent, B. Lewis Blackford.

☞Read carefully all the conditions of this certificate.

No person should be a party to a contract without knowing all its conditions.

After an agent has delivered this certificate and collected the admission fee his responsibility ceases and no other payment connected with the indemnity under this certificate must be made to an agent without the production of a receipt signed by the company's secretary.

Always give number of this certificate in writing to home office.

Received of the Hartford Life and Annuity Insurance Company, of Hartford, Conn., ——, in full for all claims under this certificate, No. ——, on the life of —— ——, deceased.

—— ——, *Beneficiary.*
—— ——, *Beneficiary.*

Witness:
—— ——.

Know all men by these presents that the undersigned beneficiar— named in the within certificate, issued to —— ——, in consideration of ——, have sold, assigned, and conveyed to —— ——, of ——, county of ——, State of ——, and to h— heirs and assigns, forever all —— right, title, and interest in the within certificate of membership, subject to the terms and conditions thereof.

I hereby constitute the said assignee or assignees its attorney, in my name but to h— own use, to take all legal measures which may be proper to keep in force said certificate and finally collect all amounts due and to become due thereunder, with power of substitution.

Witness my hand and seal this — day of ——, 18—.

—— ——. [SEAL.]

If more than one beneficiary they can sign below.

822 EXHIBIT A No. 3. Filed April 25, 1882. R. J. Meigs, Clerk.

Equity No. 8013.

(Sample.)

Certificate of membership. Benefit not to exceed $1,000.

No. 8830. Age, 41.

Safety Fund Department.

The Hartford Life and Annuity Ins. Co., of Hartford, Connecticut,

In consideration of the representations, agreements, and warranties made in the application herefor, and of the admission fee paid; and of the sum of ten dollars, to be paid to said company, to create a safety fund, as hereinafter described, and of twenty-five cents to be paid monthly for expenses, and of the further payment, in accordance with the conditions hereof, of all mortuary assessments, does hereby issue this certificate of membership in its safety fund department to Thomas L. Hume, of Washington, of District of Columbia, with the following agreements:

That said company will deposit said sum of ten dollars, when received, with the trustee named in a contract made with it (of which a copy is printed hereon) as a safety fund in trust for the uses and purposes expressed in said contract; and shall at the expiration of five years from July 1, 1879, if said safety fund shall then amount to three hundred thousand dollars, or whenever thereafter said sum shall be attained, make a semi-annual division of the net interest received therefrom by it *pro rata* among all the holders of certificates in force in said department at such times, who shall have contributed five years prior to the date of any such division their stipulated proportion of said fund, by applying the same to the payment of their future dues and assessments; and that whenever said fund shall amount to one million dollars all subsequent receipts therefor shall be divided by the said company in like manner as the interest. Said company further agrees that if at any time, after said fund shall have amounted to three hundred thousand dollars, or after five years from January 1, 1880, if that amount shall not have been attained before that date, it shall fail by reason of insufficient membership, or shall neglect, if justly and legally due, to pay the maximum indemnity provided for by the terms of any certificate issued in said department, and such certificate shall be presented for payment to said trustee by the legal holder thereof, accompanied by satisfactory evidence, as hereinafter provided, of its failure to pay, after demand upon it within the time herein stipulated for limitation of action, then it shall be the duty of said trustee to at once convert said safety fund into money and divide the same (less the reasonable charges and expenses for the management and control of said fund) among all the holders of certificates then in force in said department, or their legal representatives, in the proportion which

the amount of each of their certificates shall bear to the amount of the whole number of such certificates in force; and that in such event it shall file with said trustee a correct list, under oath, of the names, residences, and amounts of the certificates of all members entitled to participate in such division; the evidence referred to above to be either certification by said insurance company's president or secretary that a claim is justly and legally due, and that payment thereof has been demanded and refused, or the duly attested copy of a final judgment obtained thereupon in any court of competent jurisdiction, satisfaction of which has been neglected or refused for the period of sixty days from its date; and said company further agrees that so long as any certificate of membership in its safety fund department shall remain in force said fund shall be in nowise chargeable or liable for any use or purpose except as above mentioned.

Upon the death of a member aforesaid while this certificate is in force, all the conditions hereof having been conformed to by said member, and on the receipt by the president or secretary of said company of satisfactory proofs of such death, an assessment shall be made upon the holders of all certificates in force in said department at the date of such death, according to the table of graduated assessment rates, given hereon, as determined by their respective ages and the number of such certificates in force at the date of such death, and the sum collected thereon (less ten cents per member for cost of collection) shall be paid—provided, however, that in no case shall the payment upon this certificate in the event of such death exceed one thousand dollars (less fifteen dollars as a post-mortem contribution to said safety fund, if the deceased member shall not have fully contributed therefor as hereinbefore required, together with any balance due said company)—to his wife, Nannie G. Hume, if living; otherwise to his legal representatives within ninety days after the receipt of such proofs, upon presentation and surrender of this certificate; all such payments to be made at the home office of said company in lawful money of the United States.

And said company further agrees that such mortuary assessment shall be in nowise chargeable or liable for any use or purposes other than for the payment of death claims, except as above mentioned.

This certificate is issued by the company and accepted by the member upon the following express conditions and agreements:

1. Application made part of contract.—The application on the faith of which this certificate issues is hereby referred to and made part of this contract.

2. Of payments.—The person to whom this certificate is issued agrees to pay to said company twenty-five cents for expenses on the first day of each and every month after date of issue, and so long as this certificate shall remain in force; and also agrees to pay said company, upon each certificate that shall become a claim, an assessment in accordance with the table of graduated assessment rates, as printed hereon, within thirty days from day on which notice bears date; and further agrees to pay said company the sum of ten dollars towards said safety fund within sixty days from the date of

this certificate, which will entitle the holder hereof to all the advantages under said fund, as set forth in the agreement with the trustees aforesaid, a copy of which is printed hereon and hereby made a part of this contract; all such payments to be made direct to said company; but, with the written permission of said company attached hereto, said payment required to be made towards the safety fund or any part thereof may be postponed and made payable at such other times as shall be named in such permission; and while the whole or any portion of such payment shall remain unpaid said company may apply any sum standing to the credit of this certificate towards such payment.

3. Conditions of acceptance.—The holder of this certificate further agrees and accepts the same upon the express condition that if either the monthly dues, assessments, or the payment of the ten dollars towards the safety fund, as hereinbefore requird, are not paid to said company on the day due, then this certificate shall be null and void and of no effect, and no person shall be entitled to damages or the recovery of any moneys paid for protection while the certificate was in force, either from said company or the trustee of the safety fund; and that if a legal and just claim to benefit, under the terms of this certificate, shall arise before said safety fund shall have accumulated to three hundred thousand dollars, or before January 1, 1885, and the sum collected on the assessments to be made in such event shall be paid over, as hereinbefore stipulated, or such claim shall arise after said fund shall have accumulated to said amount or after January 1, 1885, and this certificate shall be fully settled and surrendered, or if any final division from said safety fund, as hereinbefore provided, shall be made by the trustee thereof on account of this certificate, then, in such cases, all liability of said company and of its safety fund on account of this certificate shall cease.

4. Mode of giving notice.—A printed or written notice, directed to the address of the member, as it appears at the time on the books of the company, and deposited in the post office at Hartford, or delivered by an agent of the company, shall be deemed a legal and sufficient notice for all purposes hereof. A transcript of the books of said company, certified by the secretary, showing such facts, shall be taken and accepted as conclusive evidence of the mailing of such notice and of the facts aforesaid as set forth in such transcript.

5. Change of residence or address.—In case of change of residence, post-office address, occupation, or name of the member, or his or her legal representatives, it is agreed on the part of the member that notice thereof in writing shall at once be given to the secretary of the company. In case of failure to do so, the company may proceed for all purposes as if no such change had been made.

6. Prohibitions.—If the member named in this certificate shall be personally engaged in blasting, submarine operations, mining under ground, manufacturing poisonous or explosive chemicals, "braking" or "coupling" on and "making up" of railroad trains, trading or living among savage tribes or nations, or shall be engaged in military or naval service—except in time of peace—without, in each of these cases, having first obtained the written consent of said company; or

shall use alcoholic or narcotic stimulants so as to produce intoxication sufficient to impair his or her health or to produce delirium tremens or to cause his or her death, or shall die by self-destruction—feloniously or otherwise—or while intoxicated, or from effects of drunkenness, or in consequence of a duel, or of keeping or visiting unlawful or disreputable resorts, or the violation or attempted violation of the laws of any nation, State, province, or municipality; or if there has been any concealment, misrepresentation, or false statement or statement not true made in the application on which this certificate issues; or if the conditions herein shall not be in all respects observed and performed by the party to whom this certificate issues, then, and in all such cases, this certificate shall be null and void and of no effect, and no person shall be entitled to damages or the recovery of any moneys paid thereon.

7. Travel and residence.—The member herein named is at liberty to travel by railroad, sea, lake, or river, by all trains, first-class steamers, or sailing vessels, and to visit or reside in any portion of the world other than the residence named in the application herefor, where inhabited and civilized and free from epidemics, wars, or internal dissensions.

8. Limitation of action.—It is expressly understood and agreed that no action shall be maintained nor recovery had for any claim upon or by virtue of this certificate after the lapse of one year from the death of said member, and if no suit or proceedings for such recovery be commenced within one year from the date of death of said member it shall be deemed a waiver on the part of all parties concerned of all rights or claims under or by virtue of this certificate and as conclusive evidence against the validity of such claim, and this certificate shall be null and void and of no effect, and no person shall be entitled to damages or the recovery of any moneys paid thereon; and it is further expressly agreed in case any suit or proceeding shall be commenced for the recovery of any claim under this certificate after the lapse of one year from the death of said member, or when the claim is otherwise illegal or fraudulent, that the person or persons so commencing suit or proceeding, on failure to obtain judgment therefor, shall pay to said company the sum of two hundred dollars as its reasonable attorney fees and damages, which sum shall be taxed as costs in the case, and shall be collected as other costs in the suit are collected.

9. Debts and liens.—It is further agreed that this certificate shall be charged with any and all amounts that may be owing from the member or beneficiary herein or their assigns to said company at the time of the payment of this certificate, and the company reserves a lien hereon to secure the payment of any such indebtedness and the right to deduct and withhold the amount of any such account or indebtedness in payment thereof; and that in case any country, State, or municipality in which the member or his legal representatives may reside shall levy a tax to be paid by said company on account of any moneys collected hereon said member agrees to pay the amount of such tax to said company in addition to the payments hereinbefore named as part of the payments needed to

hold this certificate in force, upon notice and demand by said company, either in connection with the payments of assessments and annual dues or otherwise, as said company may from time to time elect.

10. Assignments.—This certificate shall not be assigned or transferred unless notice and copy of the assignment be given to said company, nor unless a claim hereunder, made by an assignee, be subject to proof of interest.

11. Powers of agents.—Agents of the company cannot alter or waive any of the conditions of this certificate nor issue permits of any kind, and they are not authorized to make any indorsements hereon, nor to receive money on assessments, dues, or safety-fund deposits maturing and payable after the issue of this certificate.

In witness whereof the said Hartford Life and Annuity Insurance Company have, by their president and secretary, signed and delivered this contract, at Hartford, Conn., this 28 day of March, one thousand eight hundred and eighty.

[Seal Hartford Life & Annuity Insurance Co., Hartford, Conn.]

(Signed) E. H. CROSBY, *President.*
(Signed) STEPHEN BALL, *Secretary.*

Agents of the company are not authorized to make any indorsements on this certificate.

Trustee's Contract.

This agreement, made and entered into this thirty-first day of December, A. D. 1879, by and between the Hartford Life and Annuity Insurance Company, a corporation organized under the laws of the State of Connecticut, and located in the city of Hartford, in said State, party of the first part, and the Security Company, a like corporation, also located at said Hartford, party of the second part, witnesseth:

Whereas the party of the first part purposes to issue to persons contracting therefor certificates of membership in a special department of its business to be known as the safety fund department, and, in consideration of the sum of ten dollars to be received on each one thousand dollars of the amount of each and every such certificate, for the purpose of creating its safety fund, to insert therein sundry agreements with such persons in the following words, to wit:

"That said company will deposit said sum of ten dollars when received with the trustee named in a contract made with it (of which a copy is printed hereon), as a safety fund in trust for the uses and purposes expressed in said contract, and shall at the expiration of five years from July 1, 1879, if said safety fund shall then amount to three hundred thousand dollars, or whenever thereafter said sum shall be attained, make a semi-annual division of the net interest received therefrom by it *pro rata* among all the holders of certificates in force in said department at such times, who shall have contributed five years prior to the date of any such division their stip-

ulated proportion of said fund, by applying the same to the payment of their future dues and assessments, and that whenever said fund shall amount to one million dollars all subsequent receipts therefor shall be divided by the said company in like manner as the interest.

"Said company further agrees that if at any time after said fund shall have amounted to three hundred thousand dollars, or after five years from January 1, 1880, if that amount shall not have been attained before that date, it shall fail by reason of insufficient membership, or shall neglect if justly and legally due to pay the maximum indemnity provided for by the terms of any certificate issued in said department, and such certificate shall be presented for payment to said trustee by the legal holder thereof, accompanied by satisfactory evidence, as hereinafter provided, of its failure to pay after demand upon it within the time herein stipulated for limitation of action, then it shall be the duty of said trustee to at once convert said safety fund into money and divide the same (less the reasonable charges and expenses for the management and control of said fund) among all the holders of certificates then in force in said department, or their legal representatives, in the proportion which the amount of each of their certificates shall bear to the amount of the whole number of such certificates in force; and that in such event it shall file with said trustee a correct list, under oath, of the names, residences, and amounts of the certificates of all members entitled to participate in such division; the evidence referred to above to be either certification by said insurance company's president or secretary that a claim is justly and legally due and that payment thereof has been demanded and refused, or the duly attested copy of a final judgment obtained thereupon in any court of competent jurisdiction, satisfaction of which has been neglected or refused for the period of sixty days from its date.

"And said company further agrees that so long as any certificate of membership in its safety fund department shall remain in force said fund shall be in nowise chargeable or liable for any use or purpose except as above mentioned."

Now, therefore, the party of the first part, in consideration of the covenants and agreements hereinafter contained on the part of the party of the second part and in accordance with its agreement with its certificate holders, as hereinbefore recited, does hereby appoint the party of the second part trustee as aforesaid, and covenants and agrees with it and its successors in said trust to deposit with said trustee as soon as received the sum of ten dollars on each thousand dollars of the amount of each and every certificate of membership issued by it in the aforesaid department until said fund shall amount to one million dollars, to be by said trustee held in trust and accumulated as hereinafter agreed, and the income thereof, less the reasonable compensation and expenses of said trust, to be paid over to the party of the first part, as hereafter provided, to be used by the party of the first part in accordance with the hereinbefore recited agreements; and when said trustee shall pay the income as above to the party of the first part or shall make any other pay-

ments from said fund, as required by the terms hereof, the liability of said trustee on the amount so paid shall cease; it being understood and agreed that said fund belongs to the party of the first part subject to the expressed trusts herein provided.

And the party of the second part, for itself and its successors, in consideration of such deposits and of a reasonable compensation for its services, and the necessary expenses of managing said trust, covenants and agrees with the party of the first part and its successors and with each of the holders of the aforesaid certificates that it will receive, hold, manage, and dispose of all said deposits, made with it by said insurance company, principal and income in accordance with the uses and purposes specified in the hereinbefore recited agreements of the party of the first part with its certificate holders; and shall at all reasonable times exhibit to the party of the first part all the securities and investments composing said trust fund, and shall render true statements of the account of said funds and the income thereof to any person entitled to request the same by reason of an interest therein; said party of the first part hereby agreeing to keep the party of the second part correctly informed of the names, addresses, numbers, and amounts of certificates of all persons thus entitled.

That, as often as the sums composing such fund shall be in amount sufficient to purchase one thousand dollars, par value, of United States bonds, said trustee shall make investments of such funds therein and register the same in its name as trustee of the safety fund of the said insurance company, and, provided no default by the party of the first part as hereinbefore recited shall occur, shall accumulate said fund and the income thereof (less the reasonable compensation and expenses), for five years from July 1st, 1879, or until such time thereafter as said fund shall amount to three hundred thousand dollars, par value, of the bonds purchased for said fund, when the party of the second part will pay over to the party of the first part, semi-annually thereafter, all the further income from said fund (less the accruing and unpaid compensation and expenses), to be by the party of the first part used for the purposes mentioned in the hereinbefore recited agreements; and, unless such default shall occur, will thereafter add to the principal of said fund the deposits thereafter received from the party of the first part, exclusive of the income therefrom, until the whole fund shall amount in such bonds, at their par value, to one million dollars; and in the event of the failure or neglect mentioned in the hereinbefore recited agreements will convert said fund into money and divide the same in accordance with the hereinbefore-recited agreements, as soon as can reasonably be done after the necessary information of the proper persons and their shares shall have been obtained, said party of the first part hereby agreeing to put the party of the second part in possession of the information required for the making of a proper division thereof as agreed with its certificate holders.

All payments required hereby to be made to the party of the first part to cease upon the aforesaid failure or neglect of the party of the

first part; and all payments required herein to be made to the certificate holders by the party of the second part to be made at the office of said trustee or of the successor in said trust.

The necessary expenses connected with the management of said fund shall be limited to the ordinary commissions for purchasing or selling and transfer or transmission of the hereinbefore mentioned bonds, together with the cost of the stationary and postage used in replying to requests for information of the condition of said fund and the actual cost of any judicial action needed to determine the legal status of said fund; all other expense to be included in and covered by such reasonable charge as shall be made for the compensation of the trusteeship, to be determined by the amount of time and labor involved in the execution thereof.

It is hereby mutually understood and agreed by both parties hereto that all the hereinbefore-recited agreements of the party of the first part with the certificate holders shall constitute the uses and purposes of the trust expressed herein; and it is hereby further understood and agreed that at such time as it shall be shown that all certificates of membership issued by the party of the first part in its safety fund department have been legally settled and surrendered to it, or properly cancelled in accordance with their terms, it shall be held and considered that the uses and purposes of said trust have been fully accomplished by said insurance company, and the balance of said fund, if any, shall be paid over to the party of the first part.

And it is further understood and agreed that if said party of the second part shall, for any cause, fail to perform its duties as such trustee as hereinbefore specified, or if, by reason of financial embarrassment of the party of the second part or other cause, it shall be deemed expedient to remove said trust from its hands, then a new trustee may be appointed, by the mutual nomination of said insurance company and the then insurance commissioner of the State of Connecticut, to succeed to said trust, with all the duties and obligations herein imposed upon said original trustee, and said party of the second part shall surrender said fund to such successor.

In witness whereof the party of the first part has affixed hereto the corporate seal of said insurance company and caused these presents to be signed by its president and secretary.

And the party of the second part has hereto affixed its corporate seal, and its president and treasurer have hereunto set their hands.

Done in duplicate, at Hartford, in the State of Connecticut, the day and year first above written.

HARTFORD LIFE AND ANNUITY INS. CO.,
By E. H. CROSBY, *President*, and
[SEAL.] STEPHEN BALL, *Secretary*.
SECURITY COMPANY,
By ROBERT E. DAY, *President*, and
[SEAL.] WILLIAM L. MATSON, *Treasurer*.

Table of Graduated Assessment Rates for Death Losses for Every $1,000 *of a Total Indemnity of* $1,000,000.

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27	77	39	1 09	50	1 47	61	2 86
28	79	40	1 12	51	1 54	62	3 08
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30	83	42	1 16	53	1 72	64	3 65
31	85	43	1 18	54	1 81	65	4 00
32	88						

☞ These rates decrease in proportion as the total indemnity in force increases above one million dollars in amount, and are calculated so as to cover the usual expense for collecting.

[Endorsed:] This company has no agents authorized to receive money on assessments, dues, or safety fund deposit, or on any account after issuing of certificate. Sample. No. 8830. Safety fund department. Certificate of membership. Benefit not to exceed $1,000, Issued by the Hartford Life and Annuity Insurance Co., Hartford. Conn. Name, Thomas L. Hume. Agent, B. Lewis Blackford.

☞ Read carefully all the conditions of this certificate.

No person should be a party to a contract without knowing all its conditions.

After an agent has delivered this certificate and collected the admission fee his responsibility ceases, and no other payment connected with the indemnity under this certificate must be made to an agent without the production of a receipt signed by the company's secretary.

Always give number of this certificate in writing to home office.

Received of the Hartford Life and Annuity Insurance Company, of Hartford, Conn., ——, in full for all claims under this certificate, No. ——, on the life of —— ——, deceased.

—— ——, *Beneficiary.*
—— ——, *Beneficiary.*

Witness:
—— ——.

Know all men by these presents that the undersigned beneficiar— named in the within certificate, issued to —— ——, in consideration of ——, have sold, assigned, and conveyed to —— ——, of ——, county of ——, State of ——, and to h— heirs and assigns forever, all —— right, title, and interest in the within certificate of membership, subject to the terms and conditions thereof.

I hereby constitute the said assignee or assignees its attorney in my name, but to h— own use, to take all legal measures which may be proper to keep in force said certificate and finally collect all amounts due and to become due thereunder, with power of substitution.

Witness my hand and seal this — day of ——, 18—.

—— ——. [SEAL.]

If more than one beneficiary they can sign below.

823 EXHIBIT A No. 4. Filed Apr. 25, 1882. R. J. Meigs, Clerk.

Equity No. 8013.

(Sample.)

Certificate of membership. Benefit not to exceed $1,000.

No. 8831. Age, 41.

Safety Fund Department.

The Hartford Life and Annuity Ins. Co. of Hartford, Connecticut,

In consideration of the representations, agreements, and warranties made in the application herefor, and of the admission fee paid, and of the sum of ten dollars to be paid to said company to create a safety fund as hereinafter described, and of twenty-five cents to be paid monthly for expenses, and of the further payment, in accordance with the conditions hereof, of all mortuary assessments, does hereby issue this certificate of membership in its safety fund department to Thomas L. Hume, of Washington, of District of Columbia, with the following agreements:

That said company will deposit said sum of ten dollars, when received, with the trustee named in a contract made with it (of which a copy is printed hereon) as a safety fund in trust for the uses and purposes expressed in said contract, and shall at the expiration of five years from July 1, 1879, if said safety fund shall then amount to three hundred thousand dollars, or whenever thereafter said sum shall be attained, make a semi-annual division of the net interest received therefrom by it *pro rata* among all the holders of certificates in force in said department at such times who shall have contributed five years prior to the date of any such division their stipulated proportion of said fund by applying the same to the payment of their future dues and assessments, and that whenever said fund shall amount to one million dollars all subsequent receipts therefor shall be divided by the said company in like manner as the interest.

Said company further agrees that if at any time after said fund shall have amounted to three hundred thousand dollars, or after five years from January 1, 1880, if that amount shall not have been attained before that date, it shall fail by reason of insufficient membership, or shall neglect, if justly and legally due, to pay the maximum indemnity provided for by the terms of any certificate issued in said department, and such certificate shall be presented for payment to said trustee by the legal holder thereof, accompanied by satisfactory evidence, as hereinafter provided, of its failure to pay, after demand upon it within the time herein stipulated for limitation of action, then it shall be the duty of said trustee to at once convert said safety fund into money, and divide the same (less the reasonable charges and expenses for the management and control of said fund) among all the holders of certificates then in force in said department or their legal representatives in the proportion which the amount of each of their certificates shall bear to the amount of the whole number of such certificates in force, and that in such event it shall file with said trustee a correct list, under oath, of the names, residences, and amounts of the certificates of all members entitled to participate in such division; the evidence referred to above to be either certification by said insurance company's president or secretary that a claim is justly and legally due, and that payment thereof has been demanded and refused, or the duly attested copy of a final judgment obtained thereupon in any court of competent jurisdiction, satisfaction of which has been neglected or refused for the period of sixty days from its date; and said company further agrees that so long as any certificate of membership in its safety fund department shall remain in force said fund shall be in nowise chargeable or liable for any use or purpose except as above mentioned.

Upon the death of the member aforesaid while this certificate is in force, all the conditions hereof having been conformed to by said member, and on the receipt by the president or secretary of said company of satisfactory proofs of such death, an assessment shall be made upon the holders of all certificates in force in said department at the date of such death, according to the table of graduated assessment rates given hereon, as determined by their respective ages and the number of such certificates in force at the date of such death, and the sum collected thereon (less ten cents per member for cost of collection) shall be paid: Provided, however, That in no case shall the payment upon this certificate in the event of such death exceed one thousand dollars (less fifteen dollars as a post-mortem contribution to said safety fund, if the deceased member shall not have fully contributed therefor as hereinbefore required, together with any balance due said company), to his wife, Nannie G. Hume, if living; otherwise to his legal representatives within ninety days after the receipt of such proofs upon presentation and surrender of this certificate; all such payments to be made at the home office of said company in lawful money of the United States.

And said company further agrees that such mortuary assessment shall be in nowise chargeable or liable for any use or purposes other than for the payment of death claims, except as above mentioned.

This certificate is issued by the company and accepted by the member upon the following express conditions and agreements:

1. Application made part of contract.—The application on the faith of which this certificate issues is hereby referred to and made a part of this contract.

2. Of payments.—The person to whom this certificate is issued agrees to pay to said company twenty-five cents for expenses on the first day of each and every month after date of issue and so long as this certificate shall remain in force; and also agrees to pay said company, upon each certificate that shall become a claim, an assessment in accordance with the table of graduated assessment rates as printed hereon within thirty days from day on which notice bears date; and further agrees to pay said company the sum of ten dollars towards said safety fund within sixty days from the date of this certificate, which will entitle the holder hereof to all the advantages under said fund as set forth in the agreement with the trustees aforesaid, a copy of which is printed hereon and hereby made a part of this contract; all such payments to be made direct to said company, but with the written permission of said company attached hereto; said payment required to be made towards the safety fund or any part thereof may be postponed and made payable at such other times as shall be named in such permission, and while the whole or any portion of such payment shall remain unpaid said company may apply any sum standing to the credit of this certificate towards such payment.

3. Conditions of acceptance.—The holder of this certificate further agrees and accepts the same upon the express condition that if either the monthly dues, assessments, or the payment of the ten dollars towards the safety fund, as hereinbefore required, are not paid to said company on the day due, then this certificate shall be null and void and of no effect, and no person shall be entitled to damages or the recovery of any moneys paid for protection while the certificate was in force, either from said company or the trustee of the safety fund; and that if a legal and just claim to benefit, under the terms of this certificate, shall arise before said safety fund shall have accumulated to three hundred thousand dollars, or before January 1, 1885, and the sum collected on the assessments to be made in such event shall be paid over, as hereinbefore stipulated; or — such claim shall arise after said fund shall have accumulated to said amount, or after January 1, 1885, and this certificate shall be fully settled and surrendered; or if any final division from said safety fund, as hereinbefore provided, shall be made by the trustee thereof on account of this certificate, then, in such cases, all liability of said company and of its safety fund on account of this certificate shall cease.

4. Mode of giving notice.—A printed or written notice, directed to the address of the member, as it appears at the time on the books of the company, and deposited in the post office at Hartford, or delivered by an agent of the company, shall be deemed a legal and sufficient notice for all purposes hereof. A transcript of the books of said company, certified by the secretary, showing such facts,

shall be taken and accepted as conclusive evidence of the mailing of such notice, and of the facts aforesaid, as set forth in such transcript.

5. Change of residence or address.—In case of change of residence, post-office address, occupation, or name of the member, or his or her legal representative, it is agreed on the part of the member that notice thereof in writing shall at once be given to the secretary of the company. In case of failure to do so, the company may proceed for all purposes as if no such change had been made.

6. Prohibitions.—If the member named in this certificate shall be personally engaged in blasting, submarine operations, mining under ground, manufacturing poisonous or explosive chemicals, "braking" or "coupling" on and "making up" of railroad trains, trading or living among savage tribes or nations, or shall be engaged in military or naval service, except in time of peace, without, in each of these cases, having first obtained the written consent of said company, or shall use alcoholic or narcotic stimulants so as to produce intoxication sufficient to impair his or her health or to produce delirium tremens, or to cause his or her death, or shall die by self-destruction—feloniously or otherwise—or while intoxicated, or from effects of drunkenness, or in consequence of a duel, or of keeping or visiting unlawful or disreputable resorts, or the violation or attempted violation of the laws of any nation, State, province, or municipality, or if there has been any concealment, misrepresentation, or false statement or statement not true made in the application on which this certificate issues, or if the conditions herein shall not be in all respects observed and performed by the party to whom this certificate issues, then, and in all such cases, this certificate shall be null and void and of no effect, and no person shall be entitled to damages or the recovery of any moneys paid thereon.

7. Travel and residence.—The member herein named is at liberty to travel by railroad, sea, lake, or river, by all trains, first-class steamers, or sailing vessels, and to visit or reside in any portion of the world other than the residence named in the application herefor, where inhabited and civilized and free from epidemics, wars, or internal dissensions.

8. Limitation of action.—It is expressly understood and agreed that no action shall be maintained nor recovery had for any claim upon or by virtue of this certificate after the lapse of one year from the death of said member, and if no suit or proceedings for such recovery be commenced within one year from the date of death of said member, it shall be deemed a waiver on the part of all parties concerned of all rights or claims under or by virtue of this certificate and as conclusive evidence against the validity of such claim, and this certificate shall be null and void and of no effect, and no person shall be entitled to damages or the recovery of any moneys paid thereon; and it is further expressly agreed, in case any suit or proceeding shall be commenced for the recovery of any claim under this certificate after the lapse of one year from the death of said member, or when the claim is otherwise illegal or fraudulent, that the person or persons so commencing suit or proceeding, on failure

to obtain judgment therefor, shall pay to said company the sum of two hundred dollars, as its reasonable attorney's fees and damages, which sum shall be taxed as costs in the case and shall be collected as other costs in the suit are collected.

9. Debts and liens.—It is further agreed that this certificate shall be charged with any and all amounts that may be owing from the member or beneficiary herein or their assigns to said company at the time of the payment of this certificate, and the company reserves a lien hereon to secure the payment of any such indebtedness and the right to deduct and withhold the amount of any such account or indebtedness in payment thereof; and that in case any country, State, or municipality in which the member or his legal representatives may reside shall levy a tax to be paid by said company on account of any moneys collected hereon, said member agrees to pay the amount of such tax to said company, in addition to the payments hereinbefore named, as part of the payments needed to hold this certificate in force, upon notice and demand by said company, either in connection with the payments of assessments and annual dues or otherwise, as said company may from time to time elect.

10. Assignments.—This certificate shall not be assigned or transferred unless notice and copy of the assignment be given to said company nor unless a claim hereunder, made by an assignee, be subject to proof of interest.

11. Powers of agents.—Agents of the company cannot alter or waive any of the conditions of this certificate nor issue permits of any kind, and they are not authorized to make any indorsements hereon nor to receive money on assessments, dues, or safety fund deposits maturing and payable after the issue of this certificate.

In witness whereof the said Hartford Life and Annuity Insurance Company have, by their president and secretary, signed and delivered this contract at Hartford, Conn., this 28 day of March, one thousand eight hundred and eighty- —.

[Seal Hartford Life & Annuity Insurance Co., Hartford, Conn.]

(Signed) E. H. CROSBY, *President.*
(Signed) STEPHEN BALL, *Secretary.*

Agents of the company are not authorized to make any indorsements on this certificate.

Trustee's Contract.

This agreement, made and entered into this thirty-first day of December, A. D. 1879, by and between the Hartford Life and Annuity Insurance Company, a corporation organized under the laws of the State of Connecticut and located in the city of Hartford, in said State, party of the first part, and the Security Company, a like corporation, also located at said Hartford, party of the second part, witnesseth:

Whereas the party of the first part purposes to issue to persons contracting therefor certificates of membership in a special department of its business to be known as the safety fund department, and, in consideration of the sum of ten dollars to be received on each one

thousand dollars of the amount of each and every such certificate for the purpose of creating its safety fund, to insert therein sundry agreements with such persons in the following words, to wit:

"That said company will deposit said sum of ten dollars, when received, with the trustee named in a contract made with it (of which a copy is printed hereon) as a safety fund in trust for the uses and purposes expressed in said contract, and shall, at the expiration of five years from July 1, 1879, if said safety fund shall then amount to three hundred thousand dollars, or whenever thereafter said sum shall be attained, make a semi-annual division of the net interest received therefrom by it *pro rata* among all the holders of certificates in force in said department at such times who shall have contributed five years prior to the date of any such division their stipulated proportion of said fund, by applying the same to the payment of their future dues and assessments, and that whenever said fund shall amount to one million dollars all subsequent receipts therefor shall be divided by the said company in like manner as the interest.

"Said company further agrees that if at any time after said fund shall have amounted to three hundred thousand dollars, or after five years from January 1, 1880, if that amount shall not have been attained before that date, it shall fail by reason of insufficient membership or shall neglect, if justly and legally due, to pay the maximum indemnity provided for by the terms of any certificate issued in said department and such certificate shall be presented for payment to said trustee by the legal holder thereof, accompanied by satisfactory evidence, as hereinafter provided, of its failure to pay, after demand upon it, within the time herein stipulated for limitation of action, then it shall be the duty of said trustee to at once convert said safety fund into money and divide the same (less the reasonable charges and expenses for the management and control of said fund) among all the holders of certificates then in force in said department or their legal representatives in the proportion which the amount of each of their certificates shall bear to the amount of the whole number of such certificates in force, and that in such event it shall file with said trustee a correct list, under oath, of the names, residences, and amounts of the certificates of all members entitled to participate in such division; the evidence referred to above to be either certification by said insurance company's president or secretary that a claim is justly and legally due and that payment thereof has been demanded and refused or the duly attested copy of a final judgment obtained thereupon in any court of competent jurisdiction, satisfaction of which has been neglected or refused for the period of sixty days from its date.

"And said company further agrees that so long as any certificate of membership in its safety fund department shall remain in force, said fund shall be in nowise chargeable or liable for any use or purpose except as above mentioned."

Now, therefore, the party of the first part, in consideration of the covenants and agreements hereinafter contained on the part of the party of the second part and in accordance with its agreement with

its certificate holders, as hereinbefore recited, does hereby appoint the party of the second part trustee as aforesaid, and covenants and agrees with it and its successors in said trust to deposit with said trustee, as soon as received, the sum of ten dollars on each thousand dollars of the amount of each and every certificate of membership issued by it in the aforesaid department until said fund shall amount to one million dollars, to be by said trustee held in trust and accumulated as hereinafter agreed, and the income thereof, less the reasonable compensation and expenses of said trust, to be paid over to the party of the first part, as hereafter provided, to be used by the party of the first part in accordance with the hereinbefore-recited agreements; and when said trustee shall pay the income, as above, to the party of the first part or shall make any other payments from said fund, as required by the terms hereof, the liability of said trustee on the amount so paid shall cease, it being understood and agreed that said fund belongs to the party of the first part, subject to the expressed trusts herein provided.

And the party of the second part, for itself and its successors, in consideration of such deposits and of a reasonable compensation for its services and the necessary expenses of managing said trust, covenants and agrees with the party of the first part and its successors and with each of the holders of the aforesaid certificates that it will receive, hold, manage, and dispose of all said deposits made with it by said insurance company, principal and income, in accordance with the uses and purposes specified in the hereinbefore-recited agreements of the party of the first part with its certificate holders, and shall at all reasonable times exhibit to the party of the first part all the securities and investments composing said trust fund, and shall render true statements of the account of said funds and the income thereof to any person entitled to request the same by reason of an interest therein, said party of the first part hereby agreeing to keep the party of the second part correctly informed of the names, addresses, numbers, and amounts of certificates of all persons thus entitled.

That, as often as the sums composing such fund shall be in amount sufficient to purchase one thousand dollars, par value, of United States bonds, said trustee shall make investments of such funds therein and register the same in its name as trustee of the safety fund of the said insurance company, and, provided no default by the party of the first part, as hereinbefore recited, shall occur, shall accumulate said fund and the income thereof (less the reasonable compensation and expenses) for five years from July 1st, 1879, or until such time thereafter as said fund shall amount to three hundred thousand dollars, par value, of the bonds purchased for said fund, when the party of the second part will pay over to the party of the first part, semi-annually thereafter, all the further income from said fund (less the accruing and unpaid compensation and expenses) to be by the party of the first part used for the purposes mentioned in the hereinbefore-recited agreements, and unless such default shall occur will thereafter add to the principal of said fund the deposits thereafter received from the party of the first part, exclusive of the

income therefrom, until the whole fund shall amount in such bonds, at their par value, to one million dollars, and in the event of the failure or neglect mentioned in the hereinbefore-recited agreements will convert said fund into money and divide the same in accordance with the hereinbefore-recited agreements, as soon as can reasonably be done after the necessary information of the proper persons and their shares shall have been obtained, said party of the first part hereby agreeing to put the party of the second part in possession of the information required for the making of a proper division thereof as agreed with its certificate holders.

All payments required hereby to be made to the party of the first part to cease upon the aforesaid failure or neglect of the party of the first part, and all payments required herein to be made to the certificate holders by the party of the second part to be made at the office of said trustee or of the successor in said trust.

The necessary expenses connected with the management of said fund shall be limited to the ordinary commissions for purchasing or selling and transfer or transmission of the hereinbefore-mentioned bonds, together with the cost of the stationery and postage used in replying to requests for information of the condition of said fund and the actual cost of any judicial action needed to determine the legal status of said fund; all other expense to be included in and covered by such reasonable charge as shall be made for the compensation of the trusteeship, to be determined by the amount of time and labor involved in the execution thereof.

It is hereby mutually understood and agreed by both parties hereto that all the hereinbefore-recited agreements of the party of the first part with the certificate holders shall constitute the uses and purposes of the trust expressed herein; and it is hereby further understood and agreed that at such time as it shall be shown that all certificates of membership issued by the party of the first part in its safety fund department have been legally settled and surrendered to it or properly canceled in accordance with their terms, it shall be held and considered that the uses and purposes of said trust have been fully accomplished by said insurance company, and the balance of said fund, if any, shall be paid over to the party of the first part.

And it is further understood and agreed that if said party of the second part shall, for any cause, fail to perform its duties as such trustee, as hereinbefore specified, or if, by reason of financial embarrassment of the party of the second part or other cause, it shall be deemed expedient to remove said trust from its hands, then a new trustee may be appointed by the mutual nomination of said insurance company and the then insurance commissioner of the State of Connecticut to succeed to said trust, with all the duties and obligations herein imposed upon said original trustee, and said party of the second part shall surrender said fund to such successor.

In witness whereof the party of the first part has affixed hereto the corporate seal of said insurance company and caused these presents to be signed by its president and secretary.

And the party of the second part has hereto affixed its corporate seal and its president and treasurer have hereunto set their hands.

Done in duplicate, at Hartford, in the State of Connecticut, the day and year first above written.

HARTFORD LIFE AND ANNUITY INS. CO.,
[SEAL.] By E. H. CROSBY, *President*,
And STEPHEN BALL, *Secretary*.

SECURITY COMPANY,
[SEAL.] By ROBERT E. DAY, *President*,
And WILLIAM L. MATSON, *Treasurer*.

Table of Graduated Assessment Rates for Death Losses for Every $1,000, *of a Total Indemnity of* $1,000,000.

Age.	Rate.	Age.	Rate.	Age.	Rate.	Age.	Rate.
15 to 21	$0 65	33	$0 91	44	$1 20	55	$1 92
22	67	34	94	45	1 22	56	2 03
23	69	35	97	46	1 25	57	2 15
24	71	36	1 00	47	1 30	58	2 32
25	73	37	1 03	48	1 35	59	2 50
26	75	38	1 06	49	1 40	60	2 68
27	77	39	1 09	50	1 47	61	2 86
28	79	40	1 12	51	1 54	62	3 08
29	81	41	1 14	52	1 63	63	3 30
30	83	42	1 16	53	1 72	64	3 65
31	85	43	1 18	54	1 81	65	4 00
32	88						

☞These rates decrease in proportion as the total indemnity in force increases above one million dollars in amount, and are calculated so as to cover the usual expense for collecting.

[Endorsed:] This company has no agents authorized to receive money on assessments, dues, or safety fund deposit, or on any account after issuing of certificate. Sample. No. 8831. Safety fund department. Certificate of membership. Benefit not to exceed $1,000. Issued by the Hartford Life and Annuity Insurance Co., Hartford, Conn. Name, Thomas L. Hume. Agent, B. Lewis Blackford.

☞Read carefully all the conditions of this certificate.

No person should be a party to a contract without knowing all its conditions.

After an agent has delivered this certificate and collected the admission fee his responsibility ceases and no other payment connected with the indemnity under this certificate must be made to an agent without the production of a receipt signed by the company's secretary.

Always give number of this certificate in writing to home office.

Received of the Hartford Life and Annuity Insurance Company, of Hartford, Conn., ——, in full for all claims under this certificate, No. ——, on the life of —— ——, deceased.

—— ——, *Beneficiary.*
—— ——, *Beneficiary.*

Witness:
—— ——.

Know all men by these presents that the undersigned beneficiar— named in the within certificate, issued to —— ——, in consideration of ——, have sold, assigned, and conveyed to —— ——, of ——, county of ——, State of ——, and to h— heirs and assigns, forever all —— right, title, and interest in the within certificate of membership, subject to the terms and conditions thereof.

I hereby constitute the said assignee or assignees its attorney, in my name but to h— own use, to take all legal measures which may be proper to keep in force said certificate and finally collect all amounts due and to become due thereunder, with power of substitution.

Witness my hand and seal this — day of ——, 18—.

—— ——. [SEAL.]

If more than one beneficiary they can sign below.

824 EXHIBIT A No. 5. Filed Apr'l 25, 1882. R. J. Meigs, Clerk.

Equity No. 8013.

(Sample.)

Certificate of membership. Benefit not to exceed $1,000.

No. 8832. Age, 41.

Safety Fund Department.

The Hartford Life and Annuity Ins. Co., of Hartford, Connecticut,

In consideration of the representations, agreements, and warranties made in the application herefor, and of the admission fee paid; and of the sum of ten dollars, to be paid to said company, to create a safety fund, as hereinafter described, and of twenty-five cents to be paid monthly for expenses, and of the further payment, in accordance with the conditions hereof, of all mortuary assessments, does hereby issue this certificate of membership in its safety fund department to Thomas L. Hume, of Washington, of District of Columbia, with the following agreements:

That said company will deposit said sum of ten dollars, when received, with the trustee named in a contract made with it (of which a copy is printed hereon) as a safety fund in trust for the uses and purposes expressed in said contract; and shall at the expiration of

five years from July 1, 1879, if said safety fund shall then amount to three hundred thousand dollars, or whenever thereafter said sum shall be attained, make a semi-annual division of the net interest received therefrom by it *pro rata* among all the holders of certificates in force in said department at such times, who shall have contributed five years prior to the date of any such division their stipulated proportion of said fund, by applying the same to the payment of their future dues and assessments; and that whenever said fund shall amount to one million dollars all subsequent receipts therefor shall be divided by the said company in like manner as the interest. Said company further agrees that if at any time, after said fund shall have amounted to three hundred thousand dollars, or after five years from January 1, 1880, if that amount shall not have been attained before that date, it shall fail by reason of insufficient membership, or shall neglect, if justly and legally due, to pay the maximum indemnity provided for by the terms of any certificate issued in said department, and such certificate shall be presented for payment to said trustee by the legal holder thereof, accompanied by satisfactory evidence, as hereinafter provided, of its failure to pay, after demand upon it within the time herein stipulated for limitation of action, then it shall be the duty of said trustee to at once convert said safety fund into money and divide the same (less the reasonable charges and expenses for the management and control of said fund) among all the holders of certificates then in force in said department, or their legal representatives, in the proportion which the amount of each of their certificates shall bear to the amount of the whole number of such certificates in force; and that in such event it shall file with said trustee a correct list, under oath, of the names, residences, and amounts of the certificates of all members entitled to participate in such division; the evidence referred to above to be either certification by said insurance company's president or secretary that a claim is justly and legally due, and that payment thereof has been demanded and refused, or the duly attested copy of a final judgment obtained thereupon in any court of competent jurisdiction, satisfaction of which has been neglected or refused for the period of sixty days from its date; and said company further agrees that so long as any certificate of membership in its safety fund department shall remain in force said fund shall be in nowise chargeable or liable for any use or purpose except as above mentioned.

Upon the death of a member aforesaid while this certificate is in force, all the conditions hereof having been conformed to by said member, and on the receipt by the president or secretary of said company of satisfactory proofs of such death, an assessment shall be made upon the holders of all certificates in force in said department at the date of such death, according to the table of graduated assessment rates, given hereon, as determined by their respective ages and the number of such certificates in force at the date of such death, and the sum collected thereon (less ten cents per member for cost of collection) shall be paid—provided, however, that in no case shall the payment upon this certificate in the event of such death

exceed one thousand dollars (less fifteen dollars as a post-mortem contribution to said safety fund, if the deceased member shall not have fully contributed therefor as hereinbefore required, together with any balance due said company)—to his wife, Nannie G. Hume, if living; otherwise to his legal representatives within ninety days after the receipt of such proofs, upon presentation and surrender of this certificate; all such payments to be made at the home office of said company in lawful money of the United States.

And said company further agrees that such mortuary assessment shall be in nowise chargeable or liable for any use or purposes other than for the payment of death claims, except as above mentioned.

This certificate is issued by the company and accepted by the member upon the following express conditions and agreements:

1. Application made part of contract.—The application on the faith of which this certificate issues is hereby referred to and made a part of this contract.

2. Of payments.—The person to whom this certificate is issued agrees to pay to said company twenty-five cents for expenses on the first day of each and every month after date of issue, and so long as this certificate shall remain in force; and also agrees to pay said company, upon each certificate that shall become a claim, an assessment in accordance with the table of graduated assessment rates, as printed hereon, within thirty days from day on which notice bears date; and further agrees to pay said company the sum of ten dollars towards said safety fund within sixty days from the date of this certificate, which will entitle the holder hereof to all the advantages under said fund, as set forth in the agreement with the trustees aforesaid, a copy of which is printed hereon and hereby made a part of this contract; all such payments to be made direct to said company; but, with the written permission of said company attached hereto, said payment required to be made towards the safety fund or any part thereof may be postponed and made payable at such other times as shall be named in such permission; and while the whole or any portion of such payment shall remain unpaid said company may apply any sum standing to the credit of this certificate towards such payment.

3. Conditions of acceptance.—The holder of this certificate further agrees and accepts the same upon the express condition that if either the monthly dues, assessments, or the payment of the ten dollars towards the safety fund, as hereinbefore required, are not paid to said company on the day due, then this certificate shall be null and void and of no effect, and no person shall be entitled to damages or the recovery of any moneys paid for protection while the certificate was in force, either from said company or the trustee of the safety fund; and that if a legal and just claim to benefit, under the terms of this certificate, shall arise before said safety fund shall have accumulated to three hundred thousand dollars, or before January 1, 1885, and the sum collected on the assessments to be made in such event shall be paid over, as hereinbefore stipulated, or such claim shall arise after said fund shall have accumulated to said amount or after January 1, 1885, and this certificate shall be fully settled and surrendered,

or if any final division from said safety fund, as hereinbefore provided, shall be made by the trustee thereof on account of this certificate, then, in such cases, all liability of said company and of its safety fund on account of this certificate shall cease.

4. Mode of giving notice.—A printed or written notice, directed to the address of the member, as it appears at the time on the books of the company, and deposited in the post office at Hartford, or delivered by an agent of the company, shall be deemed a legal and sufficient notice for all purposes hereof. A transcript of the books of said company, certified by the secretary, showing such facts, shall be taken and accepted as conclusive evidence of the mailing of such notice and of the facts aforesaid as set forth in such transcript.

5. Change of residence or address.—In case of change of residence, post-office address, occupation, or name of the member, or his or her legal representatives, it is agreed on the part of the member that notice thereof in writing shall at once be given to the secretary of the company. In case of failure to do so, the company may proceed for all purposes as if no such change had been made.

6. Prohibitions.—If the member named in this certificate shall be personally engaged in blasting, submarine operations, mining under ground, manufacturing poisonous or explosive chemicals, "braking" or "coupling" on and "making up" of railroad trains, trading or living among savage tribes or nations, or shall be engaged in military or naval service—except in time of peace—without, in each of these cases, having first obtained the written consent of said company; or shall use alcoholic or narcotic stimulants so as to produce intoxication sufficient to impair his or her health or to produce delirium tremens or to cause his or her death, or shall die by self-destruction—feloniously or otherwise—or while intoxicated, or from effects of drunkenness, or in consequence of a duel, or of keeping or visiting unlawful or disreputable resorts, or the violation or attempted violation of the laws of any nation, State, province, or municipality; or if there has been any concealment, misrepresentation, or false statement or statement not true made in the application on which this certificate issues; or if the conditions herein shall not be in all respects observed and performed by the party to whom this certificate issues, then, and in all such cases, this certificate shall be null and void and of no effect, and no person shall be entitled to damages or the recovery of any moneys paid thereon.

7. Travel and residence.—The member herein named is at liberty to travel by railroad, sea, lake, or river, by all trains, first-class steamers, or sailing vessels, and to visit or reside in any portion of the world other than the residence named in the application herefor, where inhabited and civilized and free from epidemics, wars, or internal dissensions.

8. Limitation of action.—It is expressly understood and agreed that no action shall be maintained nor recovery had for any claim upon or by virtue of this certificate after the lapse of one year from the death of said member, and if no suit or proceedings for such recovery be commenced within one year from the date of death of said member it shall be deemed a waiver on the part of all par-

ties concerned of all rights or claims under or by virtue of this certificate and as conclusive evidence against the validity of such claim, and this certificate shall be null and void and of no effect, and no person shall be entitled to damages or the recovery of any moneys paid thereon; and it is further expressly agreed in case any suit or proceeding shall be commenced for the recovery of any claim under this certificate after the lapse of one year from the death of said member, or when the claim is otherwise illegal or fraudulent, that the person or persons so commencing suit or proceeding, on failure to obtain judgment therefor, shall pay to said company the sum of two hundred dollars as its reasonable attorney fees and damages, which sum shall be taxed as costs in the case, and shall be collected as other costs in the suit are collected.

9. Debts and liens.—It is further agreed that this certificate shall be charged with any and all amounts that may be owing from the member or beneficiary herein or their assigns to said company at the time of the payment of this certificate, and the company reserves a lien hereon to secure the payment of any such indebtedness and the right to deduct and withhold the amount of any such account or indebtedness in payment thereof; and that in case any country, State, or municipality in which the member or his legal representatives may reside shall levy a tax to be paid by said company on account of any moneys collected hereon said member agrees to pay the amount of such tax to said company in addition to the payments hereinbefore named as part of the payments needed to hold this certificate in force, upon notice and demand by said company, either in connection with the payments of assessments and annual dues or otherwise, as said company may from time to time elect.

10. Assignments.—This certificate shall not be assigned or transferred unless notice and copy of the assignment be given to said company, nor unless a claim hereunder, made by an assignee, be subject to proof of interest.

11. Powers of agents.—Agents of the company cannot alter or waive any of the conditions of this certificate nor issue permits of any kind, and they are not authorized to make any indorsements hereon, nor to receive money on assessments, dues, or safety-fund deposits maturing and payable after the issue of this certificate.

In witness whereof the said Hartford Life and Annuity Insurance Company have, by their president and secretary, signed and delivered this contract, at Hartford, Conn., this 28 day of March, one thousand eight hundred and eighty—.

[Seal Hartford Life & Annuity Insurance Co., Hartford, Conn.]

(Signed) F. H. CROSBY, *President.*
(Signed) STEPHEN BALL, *Secretary.*

Agents of the company are not authorized to make any indorsements on this certificate.

Trustee's Contract.

This agreement, made and entered into this thirty-first day of December, A. D. 1879, by and between the Hartford Life and Annuity Insurance Company, a corporation organized under the laws of the State of Connecticut, and located in the city of Hartford, in said State, party of the first part, and the Security Company, a like corporation, also located at said Hartford, party of the second part, witnesseth:

Whereas the party of the first part purposes to issue to persons contracting therefor certificates of membership in a special department of its business to be known as the safety fund department, and, in consideration of the sum of ten dollars to be received on each one thousand dollars of the amount of each and every such certificate, for the purpose of creating its safety fund, to insert therein sundry agreements with such persons in the following words, to wit:

"That said company will deposit said sum of ten dollars when received with the trustee named in a contract made with it (of which a copy is printed hereon), as a safety fund in trust for the uses and purposes expressed in said contract, and shall at the expiration of five years from July 1, 1879, if said safety fund shall then amount to three hundred thousand dollars, or whenever thereafter said sum shall be attained, make a semi-annual division of the net interest received therefrom by it *pro rata* among all the holders of certificates in force in said department at such times, who shall have contributed five years prior to the date of any such division their stipulated proportion of said fund, by applying the same to the payment of their future dues and assessments, and that whenever said fund shall amount to one million dollars all subsequent receipts therefor shall be divided by the said company in like manner as the interest.

"Said company further agrees that if at any time after said fund shall have amounted to three hundred thousand dollars, or after five years from January 1, 1880, if that amount shall not have been attained before that date, it shall fail by reason of insufficient membership, or shall neglect if justly and legally due to pay the maximum indemnity provided for by the terms of any certificate issued in said department, and such certificate shall be presented for payment to said trustee by the legal holder thereof, accompanied by satisfactory evidence, as hereinafter provided, of its failure to pay after demand upon it within the time herein stipulated for limitation of action, then it shall be the duty of said trustee to at once convert said safety fund into money and divide the same (less the reasonable charges and expenses for the management and control of said fund) among all the holders of certificates then in force in said department, or their legal representatives, in the proportion which the amount of each of their certificates shall bear to the amount of the whole number of such certificates in force; and that in such event it shall file with said trustee a correct list, under oath, of the names, residences, and amounts of the certificates of all mem-

bers entitled to participate in such division; the evidence referred to above to be either certification by said insurance company's president or secretary that a claim is justly and legally due and that payment thereof has been demanded and refused, or the duly attested copy of a final judgment obtained thereupon in any court of competent jurisdiction, satisfaction of which has been neglected or refused for the period of sixty days from its date.

"And said company further agrees that so long as any certificate of membership in its safety fund department shall remain in force said fund shall be in nowise chargeable or liable for any use or purpose except as above mentioned."

Now, therefore, the party of the first part, in consideration of the covenants and agreements hereinafter contained on the part of the party of the second part and in accordance with its agreement with its certificate holders, as hereinbefore recited, does hereby appoint the party of the second part trustee as aforesaid, and covenants and agrees with it and its successors in said trust to deposit with said trustee as soon as received the sum of ten dollars on each thousand dollars of the amount of each and every certificate of membership issued by it in the aforesaid department until said fund shall amount to one million dollars, to be by said trustee held in trust and accumulated as hereinafter agreed, and the income thereof, less the reasonable compensation and expenses of said trust, to be paid over to the party of the first part, as hereafter provided, to be used by the party of the first part in accordance with the hereinbefore recited agreements; and when said trustee shall pay the income as above to the party of the first part or shall make any other payments from said fund, as required by the terms hereof, the liability of said trustee on the amount so paid shall cease; it being understood and agreed that said fund belongs to the party of the first part subject to the expressed trusts herein provided.

And the party of the second part, for itself and its successors, in consideration of such deposits and of a reasonable compensation for its services, and the necessary expenses of managing said trust, covenants and agrees with the party of the first part and its successors and with each of the holders of the aforesaid certificates that it will receive, hold, manage, and dispose of all said deposits, made with it by said insurance company, principal and income in accordance with the uses and purposes specified in the hereinbefore recited agreements of the party of the first part with its certificate holders; and shall at all reasonable times exhibit to the party of the first part all the securities and investments composing said trust fund, and shall render true statements of the account of said funds and the income thereof to any person entitled to request the same by reason of an interest therein; said party of the first part hereby agreeing to keep the party of the second part correctly informed of the names, addresses, numbers, and amounts of certificates of all persons thus entitled.

That, as often as the sums composing such fund shall be in amount sufficient to purchase one thousand dollars, par value, of United States bonds, said trustee shall make investments of such funds

therein and register the same in its name as trustee of the safety fund of the said insurance company, and, provided no default by the party of the first part as hereinbefore recited shall occur, shall accumulate said fund and the income thereof (less the reasonable compensation and expenses), for five years from July 1st, 1879, or until such time thereafter as said fund shall amount to three hundred thousand dollars, par value, of the bonds purchased for said fund, when the party of the second part will pay over to the party of the first part, semi-annually thereafter, all the further income from said fund (less the accruing and unpaid compensation and expenses), to be by the party of the first part used for the purposes mentioned in the hereinbefore recited agreements; and, unless such default shall occur, will thereafter add to the principal of said fund the deposits thereafter received from the party of the first part, exclusive of the income therefrom, until the whole fund shall amount in such bonds, at their par value, to one million dollars; and in the event of the failure or neglect mentioned in the hereinbefore recited agreements will convert said fund into money and divide the same in accordance with the hereinbefore-recited agreements, as soon as can reasonably be done after the necessary information of the proper persons and their shares shall have been obtained, said party of the first part hereby agreeing to put the party of the second part in possession of the information required for the making of a proper division thereof as agreed with its certificate holders.

All payments required hereby to be made to the party of the first part to cease upon the aforesaid failure or neglect of the party of the first part; and all payments required herein to be made to the certificate holders by the party of the second part to be made at the office of said trustee or of the successor in said trust.

The necessary expenses connected with the management of said fund shall be limited to the ordinary commissions for purchasing or selling and transfer or transmission of the hereinbefore mentioned bonds, together with the cost of the stationary and postage used in replying to requests for information of the condition of said fund and the actual cost of any judicial action needed to determine the legal status of said fund; all other expense to be included in and covered by such reasonable charge as shall be made for the compensation of the trusteeship, to be determined by the amount of time and labor involved in the execution thereof.

It is hereby mutually understood and agreed by both parties hereto that all the hereinbefore-recited agreements of the party of the first part with the certificate holders shall constitute the uses and purposes of the trust expressed herein; and it is hereby further understood and agreed that at such time as it shall be shown that all certificates of membership issued by the party of the first part in its safety fund department have been legally settled and surrendered to it, or properly cancelled in accordance with their terms, it shall be held and considered that the uses and purposes of said trust have been fully accomplished by said insurance company, and the balance of said fund, if any, shall be paid over to the party of the first part.

And it is further understood and agreed that if said party of the second part shall, for any cause, fail to perform its duties as such trustee as hereinbefore specified, or if, by reason of financial embarrassment of the party of the second part or other cause, it shall be deemed expedient to remove said trust from its hands, then a new trustee may be appointed, by the mutual nomination of said insurance company and the then insurance commissioner of the State of Connecticut, to succeed to said trust, with all the duties and obligations herein imposed upon said original trustee, and said party of the second part shall surrender said fund to such successor.

In witness whereof the party of the first part has affixed hereto the corporate seal of said insurance company and caused these presents to be signed by its president and secretary.

And the party of the second part has hereto affixed its corporate seal, and its president and treasurer have hereunto set their hands.

Done in duplicate, at Hartford, in the State of Connecticut, the day and year first above written.

HARTFORD LIFE AND ANNUITY INS. CO.,
By E. H. CROSBY, *President*, and
[SEAL.] STEPHEN BALL, *Secretary*.
SECURITY COMPANY,
By ROBERT E. DAY, *President*, and
[SEAL.] WILLIAM L. MATSON, *Treasurer*.

Table of Graduated Assessment Rates for Death Losses for Every $1,000 *of a Total Indemnity of* $1,000,000.

Age.	Rate.	Age.	Rate.	Age.	Rate.	Age.	Rate.
15 to 21	$0 65	33	$0 91	44	$1 20	55	$1 92
22	67	34	94	45	1 22	56	2 03
23	69	35	97	46	1 25	57	2 15
24	71	36	1 00	47	1 30	58	2 32
25	73	37	1 03	48	1 35	59	2 50
26	75	38	1 06	49	1 40	60	2 68
27	77	39	1 09	50	1 47	61	2 86
28	79	40	1 12	51	1 54	62	3 08
29	81	41	1 14	52	1 63	63	3 30
30	83	42	1 16	53	1 72	64	3 65
31	85	43	1 18	54	1 81	65	4 00
32	88						

☞ These rates decrease in proportion as the total indemnity in force increases above one million dollars in amount, and are calculated so as to cover the usual expense for collecting.

[Endorsed:] This company has no agents authorized to receive money on assessments, dues, or safety fund deposit, or on any account

after issuing of certificate. Sample. No. 8832. Safety fund department. Certificate of membership. Benefit not to exceed $1,000, Issued by the Hartford Life and Annuity Insurance Co., Hartford. Conn. Name, Thomas L. Hume. Agent, B. Lewis Blackford.

☞ Read carefully all the conditions of this certificate.

No person should be a party to a contract without knowing all its conditions.

After an agent has delivered this certificate and collected the admission fee his responsibility ceases, and no other payment connected with the indemnity under this certificate must be made to an agent without the production of a receipt signed by the company's secretary.

Always give number of this certificate in writing to home office.

Received of the Hartford Life and Annuity Insurance Company, of Hartford, Conn., ——, in full for all claims under this certificate, No. ——, on the life of —— ——, deceased.

—— ——, *Beneficiary.*
—— ——, *Beneficiary.*

Witness:

—— ——.

Know all men by these presents that the undersigned beneficiar— named in the within certificate, issued to —— ——, in consideration of ——, have sold, assigned, and conveyed to —— ——, of ——, county of ——, State of ——, and to h— heirs and assigns forever, all —— right, title, and interest in the within certificate of membership, subject to the terms and conditions thereof.

I hereby constitute the said assignee or assignees its attorney in my name, but to h— own use, to take all legal measures which may be proper to keep in force said certificate and finally collect all amounts due and to become due thereunder, with power of substitution.

Witness my hand and seal this — day of ——, 18—.

—— ——. [SEAL.]

If more than one beneficiary they can sign below.

[Endorsed:] Exhibits to ans. of A. G. Hume, A 1, 2, 3, 4, 5. Filed April 25, 1885.

825 *Replication to Answer of A. G. Hume. Filed Aug.* 16, 1882.

In the Supreme Court of the District of Columbia.

R. Ross Perry *et al.*
v.
Hartford Life & Annuity Ins. Co. *et al.*
} No. 8013, Eq. Doc. 22.

The plaintiffs hereby join issue with the defendant, Annie G. Hume.

R. ROSS PERRY &
REGINALD FENDALL,
Sol-. for Compl't.

826 *Order Appointing A. G. Hume Guardian ad Litem. Filed Sept.* 19, 1882.

In the Supreme Court of the District of Columbia, Holding an Equity Court, the 19 day of September, A. D. 1882.

PERRY *et al.*, Adm'r-,
v.
HUME *et al.*
} 8013, Eq. Doc. 22.

The infant defendants, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume, having — personally served with process by the marshal on the 24th of last January, it is by the court ordered that the defendant, Annie G. Hume, their mother, be, and she hereby is, appointed their guardian *ad litem.*

A. B. HAGNER,
Ass. Justice.

827 *Answer of Infants. Filed Sep.* 22, 1882.

In the Supreme Court of District of Columbia.

R. Ross PERRY & *als.*
v.
HARTFORD LIFE & ANNUITY CO. & *als.*
} Equity, 8013.

The answer of the infant defendants, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume, by Annie G. Hume, their guardian *ad litem.*

For answer these defendants say they are infants, under the age of twenty-one years, and therefore cannot admit nor deny the allegations contained in the bill of complaint, and they submit their rights to the protection of the court.

ANNIE G. HUME, *Guardian.*

I do solemnly swear that I have read the answer by me subscribed and know the contents thereof, and that the facts stated upon my personal knowledge are true and the facts stated
828 upon information and belief I believe to be true.

ANNIE G. HUME.

Sworn to and subscribed before me this twenty-first day of September, A. D. 1882.

[NOTARIAL SEAL.] JOSEPH W. DAVIS,
Notary Public.

829 *Replication to Infants' Answer. Filed Nov.* 8, 1882.

Supreme Court of the District of Columbia.

PERRY *et al.*, Adm'rs,
v.
HARTFORD LIFE INS. CO. *et al.* } Eq., 8013.

The plaintiffs hereby join issue with the answer of defendants, Adolphus P. Hume, Charles Hume, Thomas L. Hume, Graham Hume, Rawlings Hume, and Mary E. Hume, infants, made by Annie G. Hume, guardian *ad litem.*

R. ROSS PERRY &
REGINALD FENDALL,
For Compl'ts.

830 *Motion to Discharge Restraining Order. Filed Nov.* 28, 1882.

In the Supreme Court of the District of Columbia.

R. R. PERRY and REGINALD FENDALL, Adm'rs,
v.
THE HARTFORD LIFE AND ANNUITY COMPANY OF HARTFORD and ANNIE G. HUME. } Eq., 8013.

Now comes the defendant, Annie G. Hume, by her solicitors, Messrs. Enoch Totten and Gordon & Gordon, and moves that the restraining order passed in this cause on the 23d day of January, A. D. 1882, be dissolved, and the money due upon the policy of insurance on the life of the late Thomas L. Hume in the Hartford Life and Annuity Company of Hartford, Connecticut, named in this cause, be paid over under order of the court to the beneficiary named in said policy of insurrance.

GORDON & GORDON
ENOCH TOTTEN,
Solicitors for Annie G. Hume.

831 *Pro Confesso vs. Hartford Life An'y Ins. Co. Filed Feb'y* 26, 1883.

In the Supreme Court of the District of Columbia.

R. ROSS PERRY *et al.*, Administrators,
vs.
THE HARTFORD LIFE AND ANNUITY INSURANCE CO. *et al.* } Equity, 8013.

(Consolidated with Nos. 7906, 8011, and 8012.)

The defendant, The Hartford Life and Annuity Insurance Company of Hartford, Connecticut, although served with process in this cause, having failed to enter its appearance or to file an answer

herein, it is, this 26th day of February, 1883, ordered, adjudged, and decreed that complainants' bill as against said company be, and the same is hereby, taken for confessed.

CHAS. P. JAMES, *Justice.*

832 AUTHENTICATION OF RECORD.

Clerk's Certificate.

CLERK'S OFFICE, SUPREME COURT OF THE DISTRICT OF COLUMBIA.

I, R. J. Meigs, clerk of the said court, do hereby certify that the writings annexed to this certificate are true copies of originals on file and of record in said office, and that said originals together constitute the record of the proceedings of said court in this cause.

Witness my hand and the seal of said court this 9th day of Sept., 1885.

[Seal of the Supreme Court of the District of Columbia.]

R. J. MEIGS, *Clerk,*
By R. J. MEIGS, JR.,
Assistant Clerk.

Justice's Certificate.

I, David K. Cartter, chief justice of said court, do certify the foregoing attestation by R. J. Meigs, clerk of the said court, to be in due form.

Witness my hand and seal this 9th day of Sept., 1885.

[SEAL.] D. K. CARTTER,
Chief Justice.

Clerk's Certificate to Justice's Official Character.

I, R. J. Meigs, clerk of said court, hereby certify that David K. Cartter, whose genuine signature is subscribed to the foregoing certificate, was, at the time of signing and attesting the same, chief justice of said court, duly commissioned and qualified.

Witness my hand and seal of said court this 9th day of Sept'r, 1885.

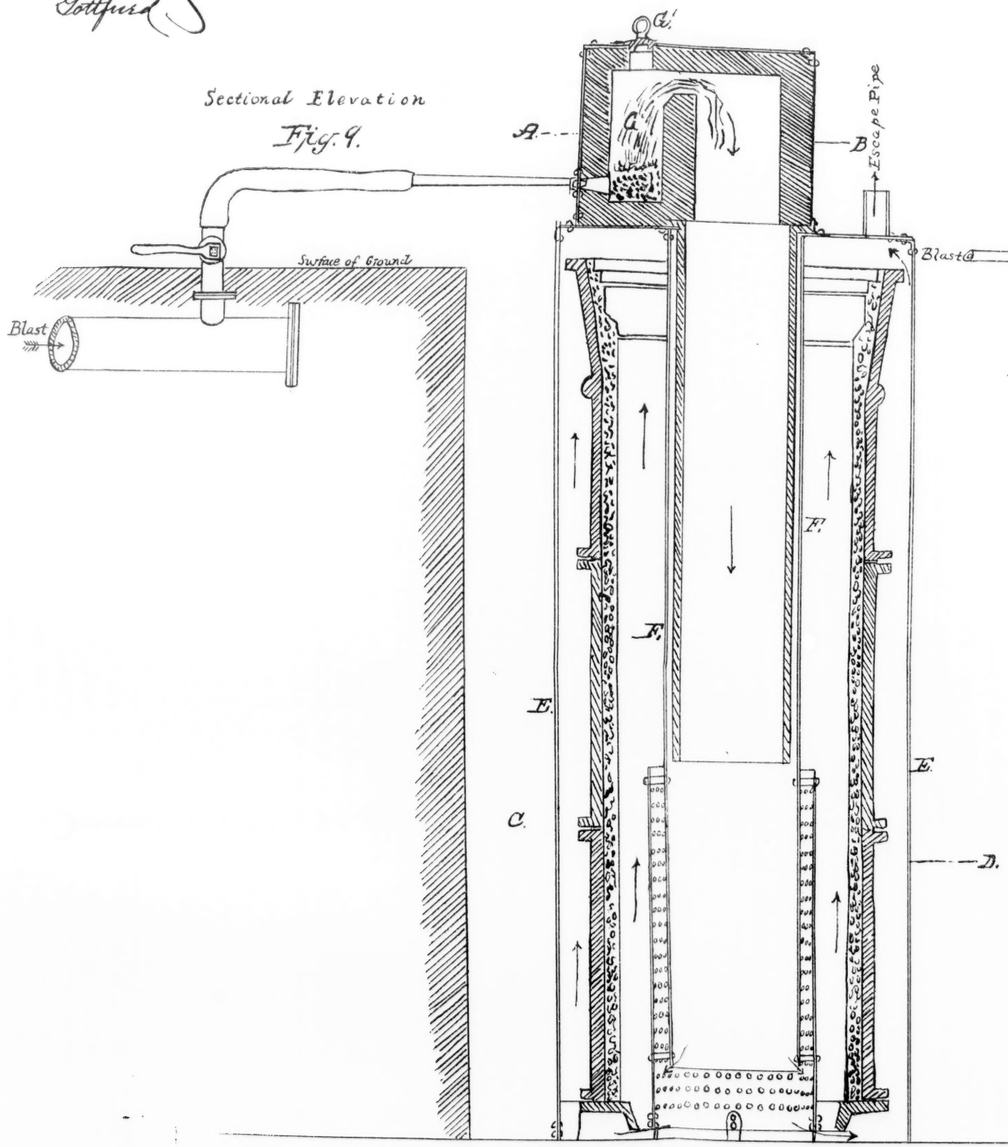
[Seal of the Supreme Court of the District of Columbia.]

R. J. MEIGS, *Clerk,*
By R. J. MEIGS, JR.,
Assistant Clerk.

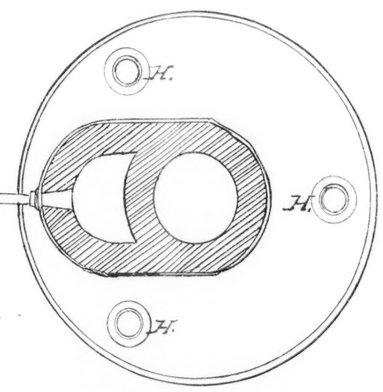
Endorsed on cover: Dis't of Columbia Supreme Court. No. 285. The Central National Bank of Washington City *et al.*, appellants, *vs.* Annie G. Hume *et al.* And No. 286. Annie G. Hume, appellant, *vs.* The Central National Bank of Washington City *et al.* Filed September 12, 1885.

No. 294.
Crescent
Mining Co.
Gottfried
} p. 202.

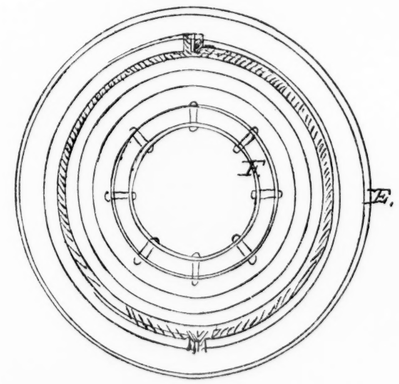
Sectional Elevation
Fig. 9.



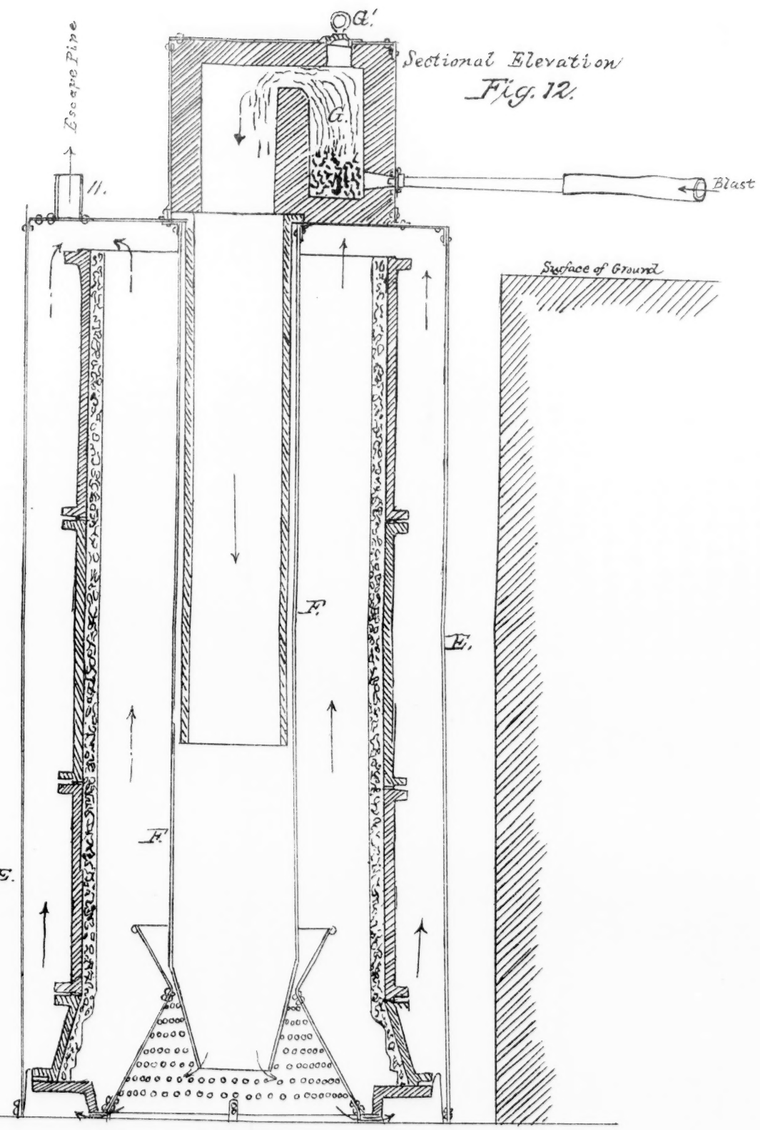
Plan A.B.
Fig. 10.



Plan C.D.
Fig. 11.



Sectional Elevation
Fig. 12.



A. D. 1843. Nov^r 2. N^o 9924.
DAVISON & SYMINGTON'S SPECIFICATION.

No. 294.
Crescent Brewing Co
v.
Gottfried

p. 214.

FIG. 11.

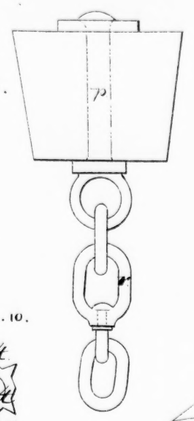


FIG. 5.

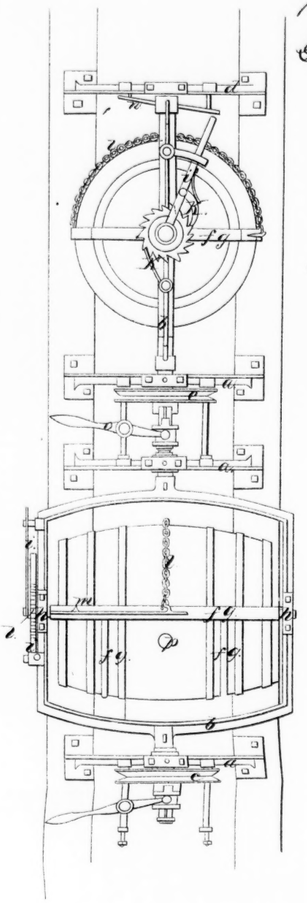


FIG. 9.

FIG. 10.

FIG. 7

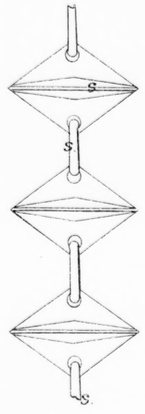


FIG. 8.

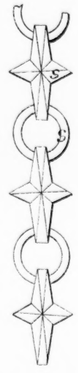


FIG. 1.

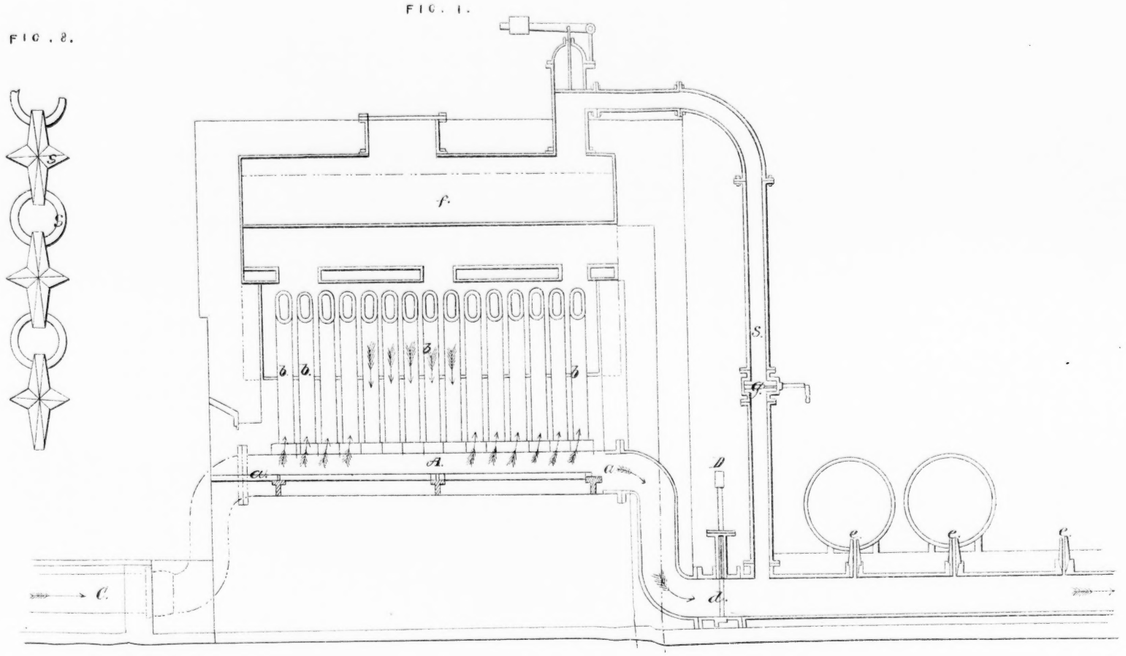


FIG. 4.

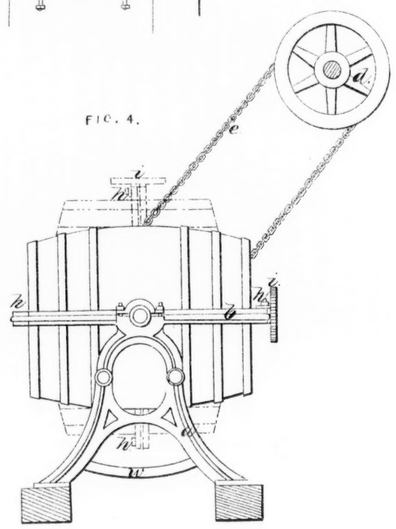


FIG. 3

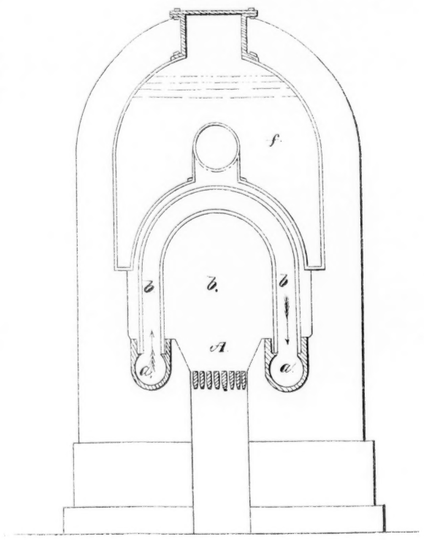
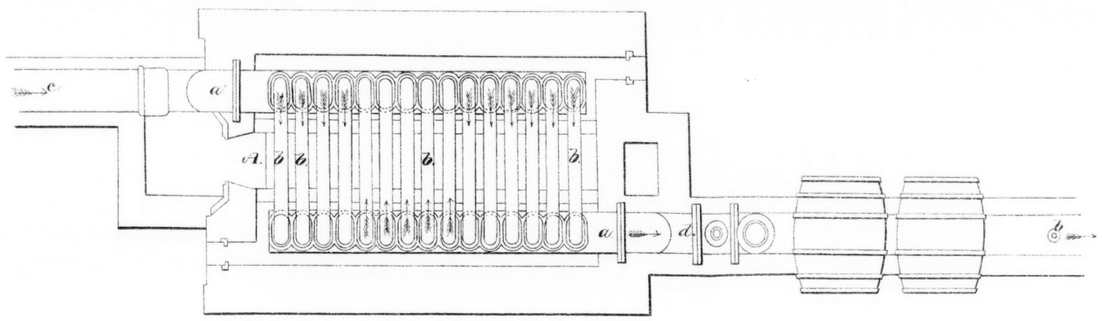


FIG. 2.



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Crescent
Brewing Co.
v.
Gottfried.
} p. 228.

Fig. 1.

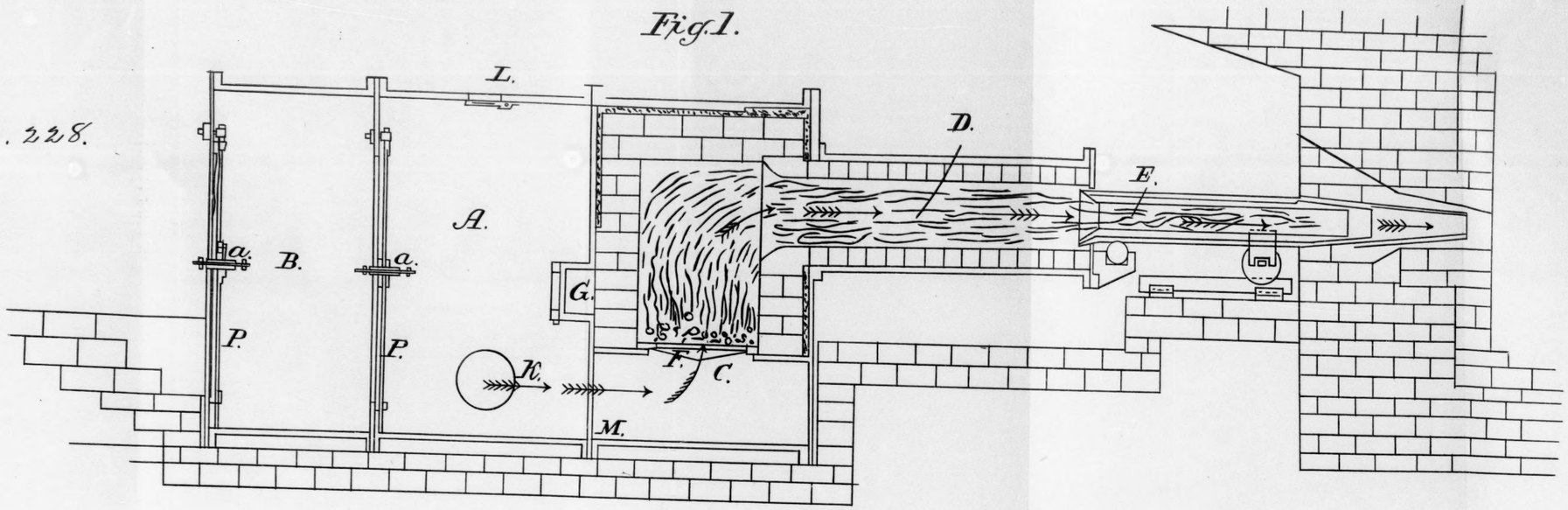
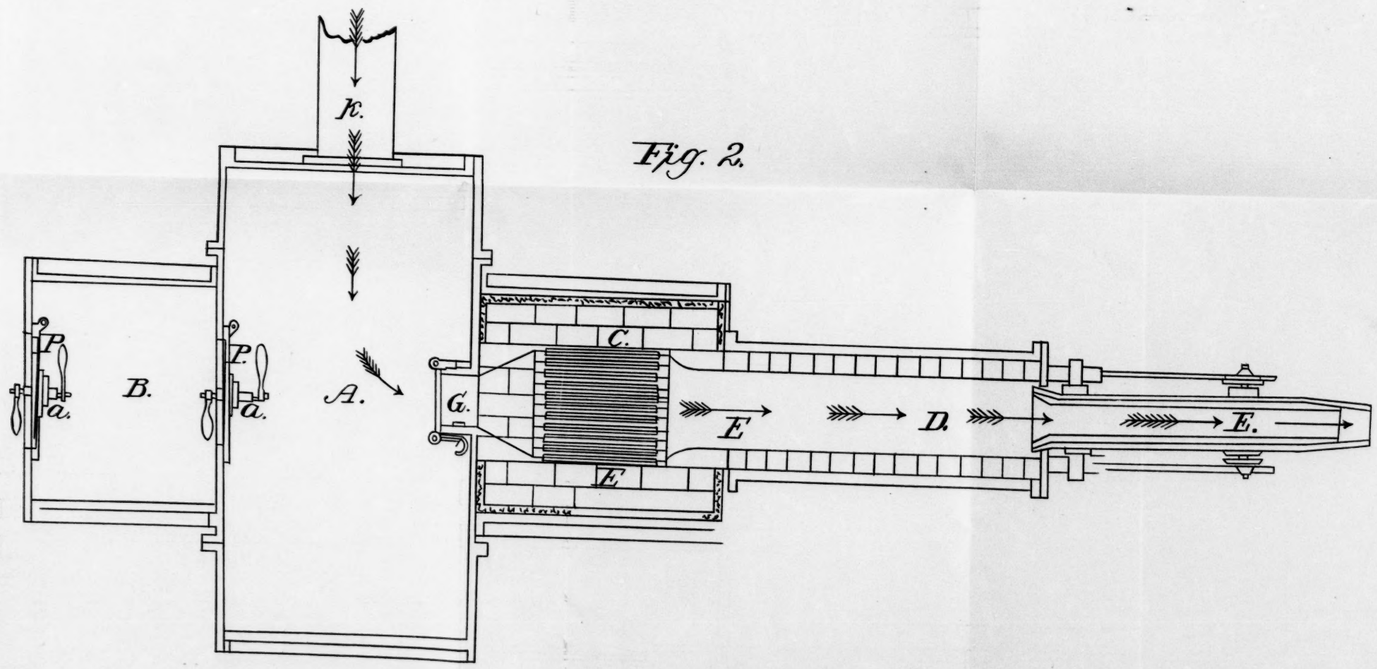
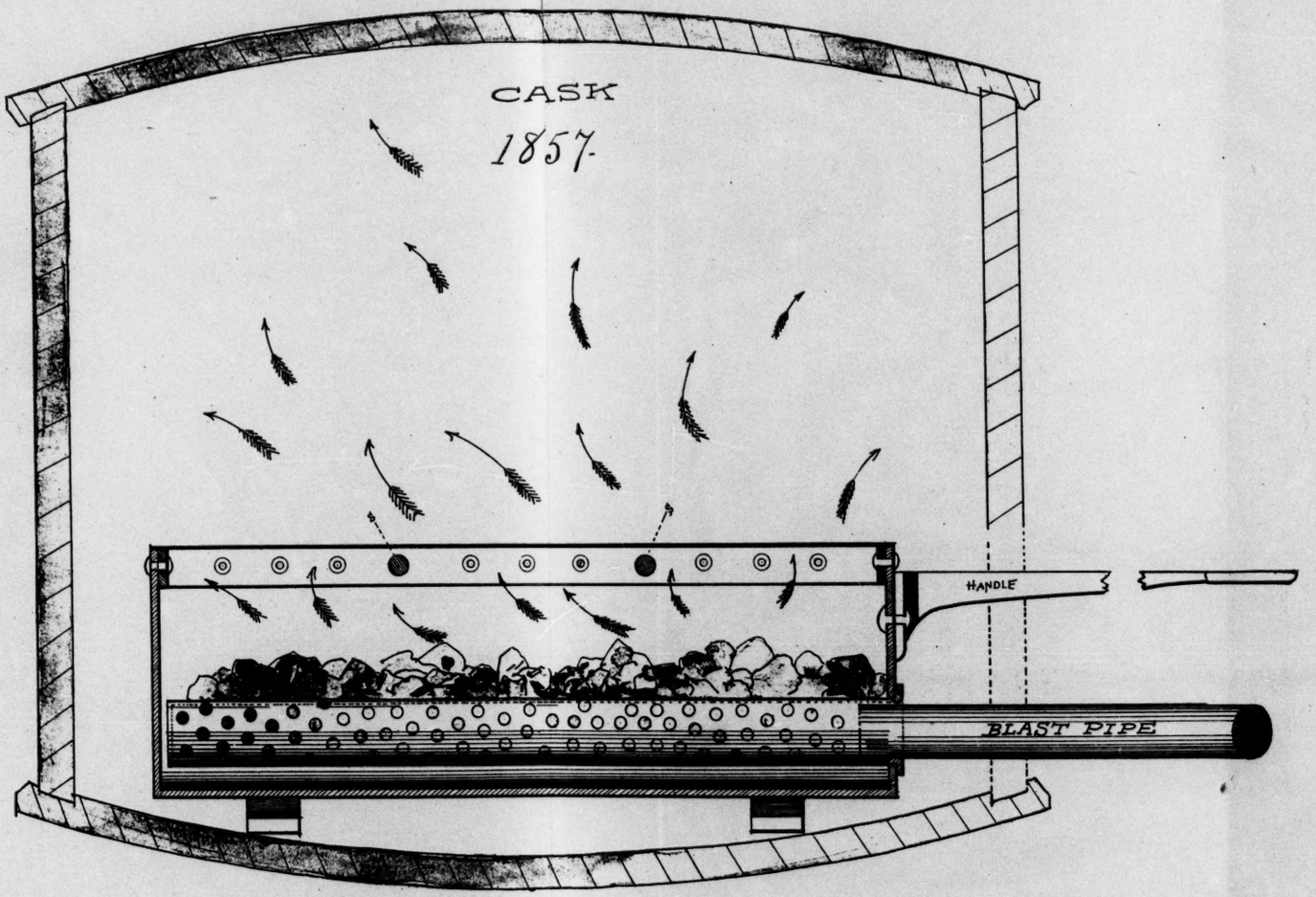


Fig. 2.



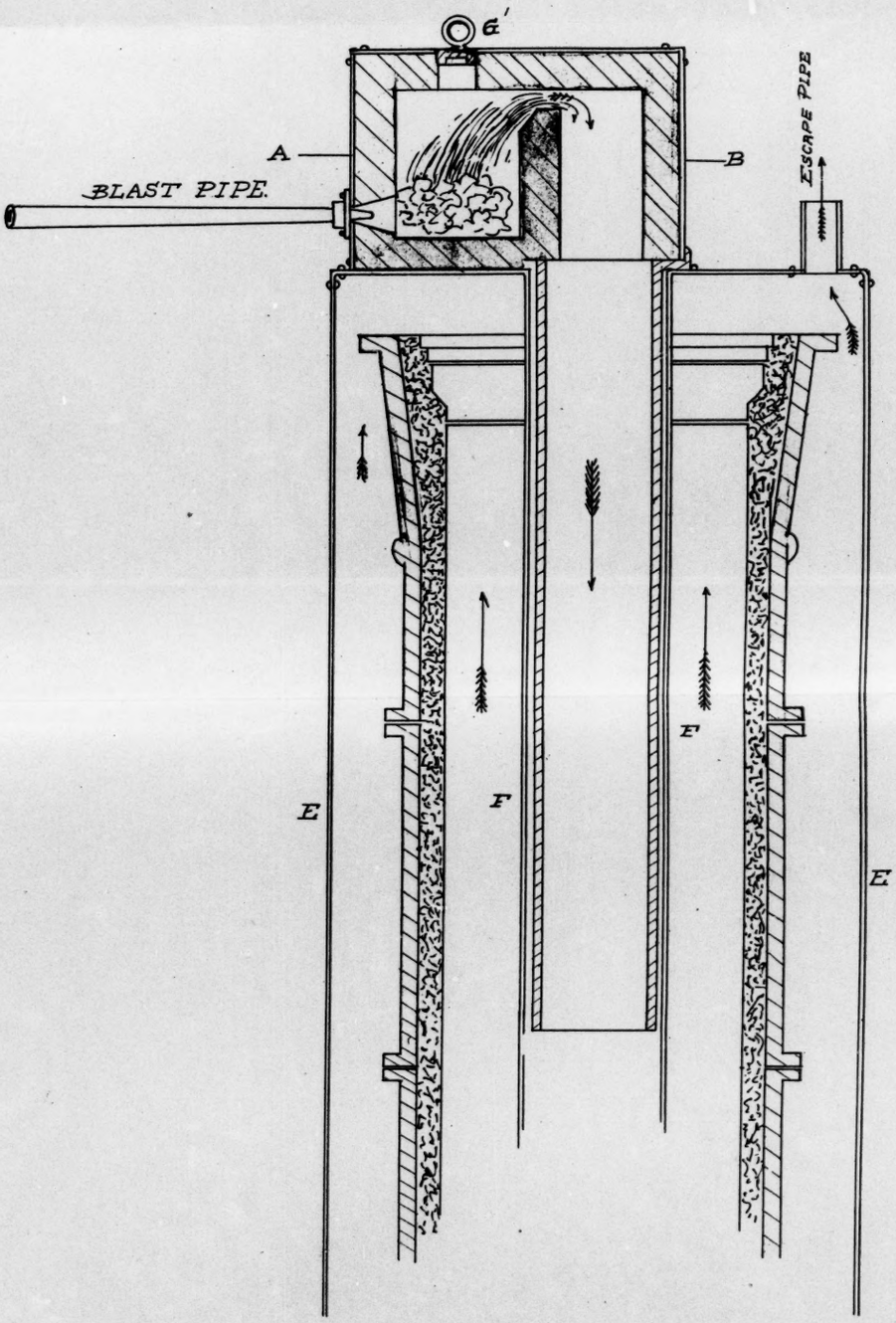
SEIBEL

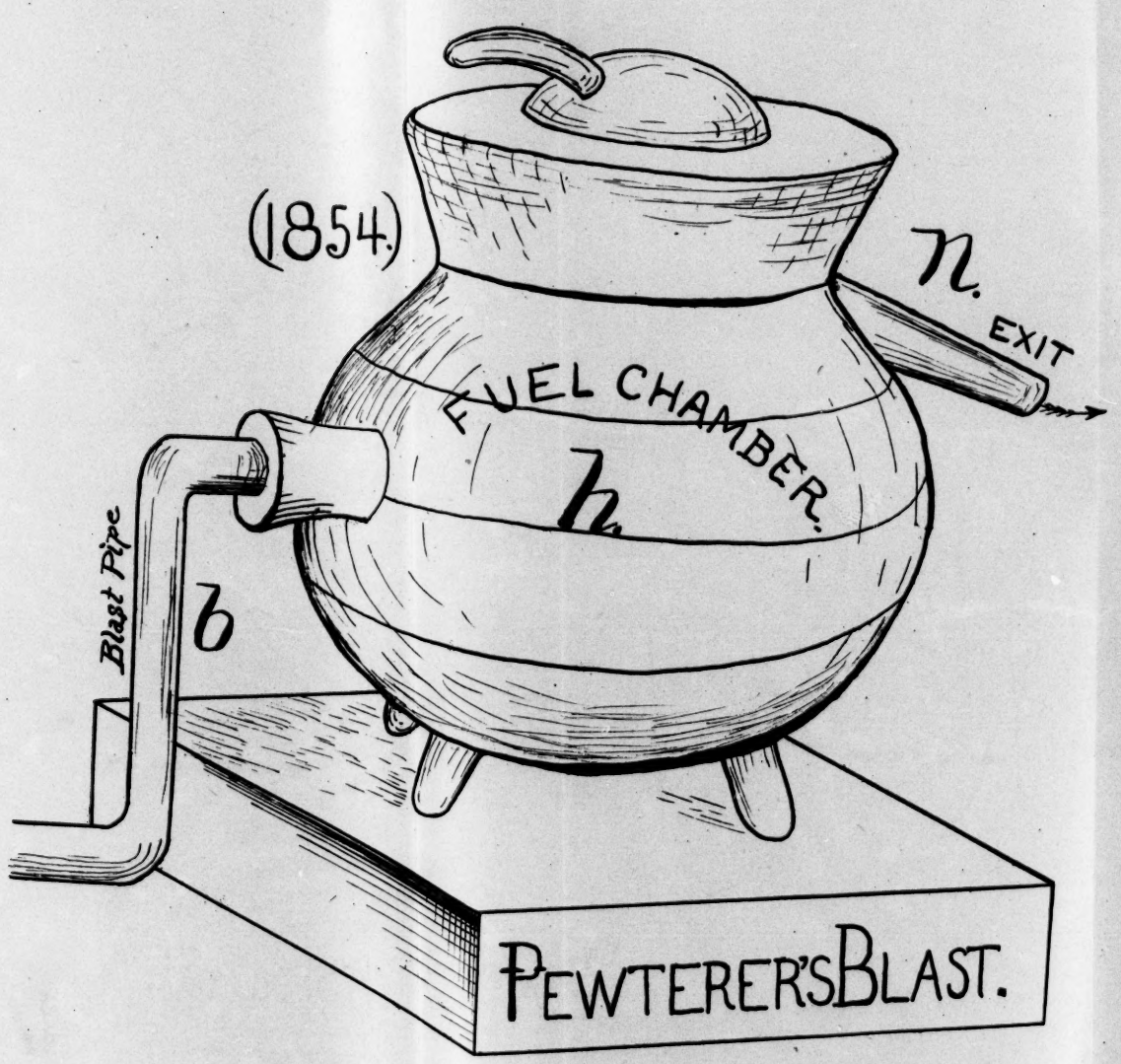


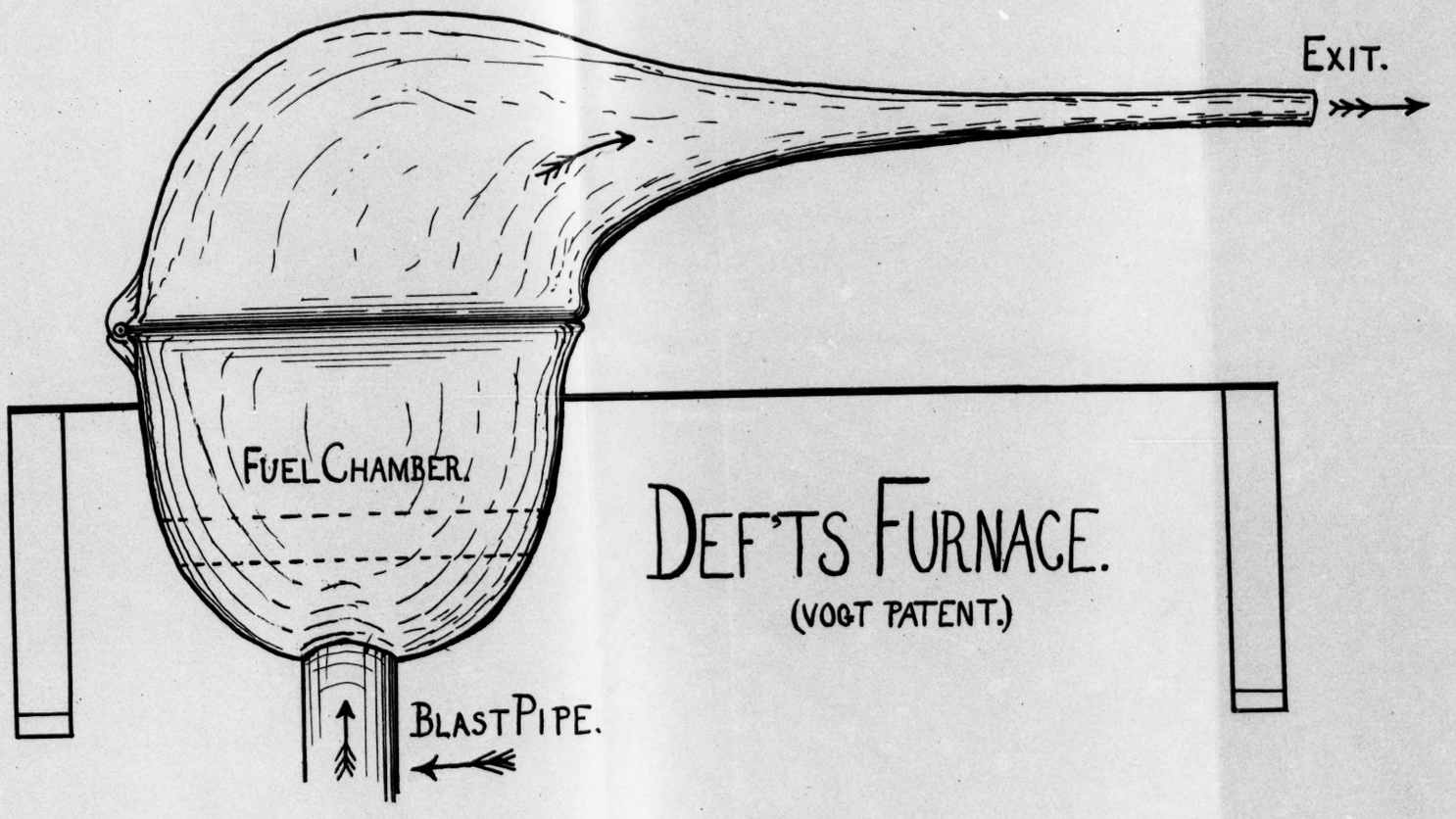
S. S. Steyé

COCHRANE AND SLATE

1850.

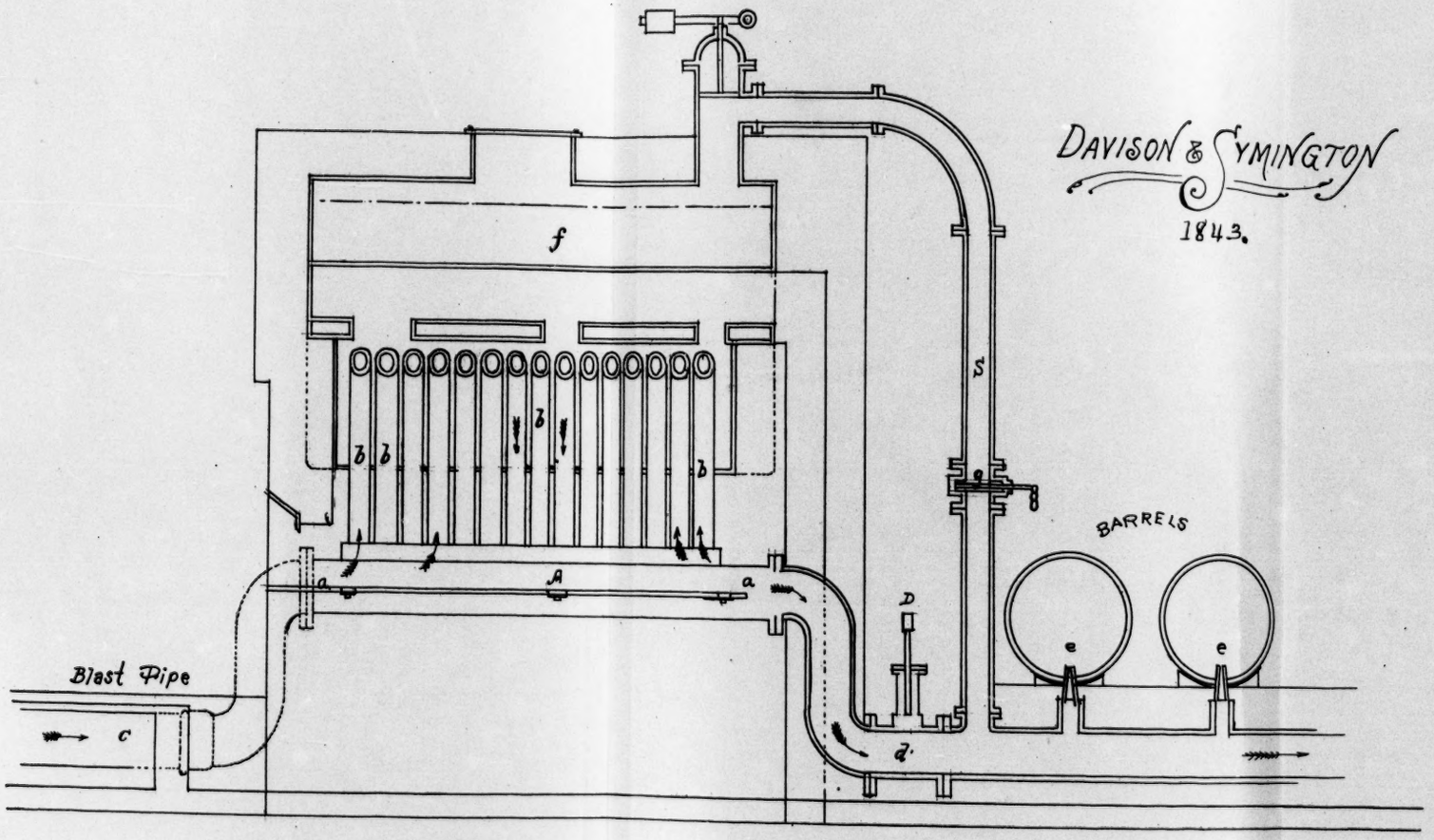



(1854.)
n.
EXIT
FUEL CHAMBER.
h
Blast Pipe
b
PEWTERER'S BLAST.



DEF'TS FURNACE.

(VOGT PATENT.)


DAVISON & SYMINGTON
1843.
f
b
b
b
b
b
S
BARRELS
a
A
a
D
e
e
Blast Pipe
c
d

DEVAUX

1835.

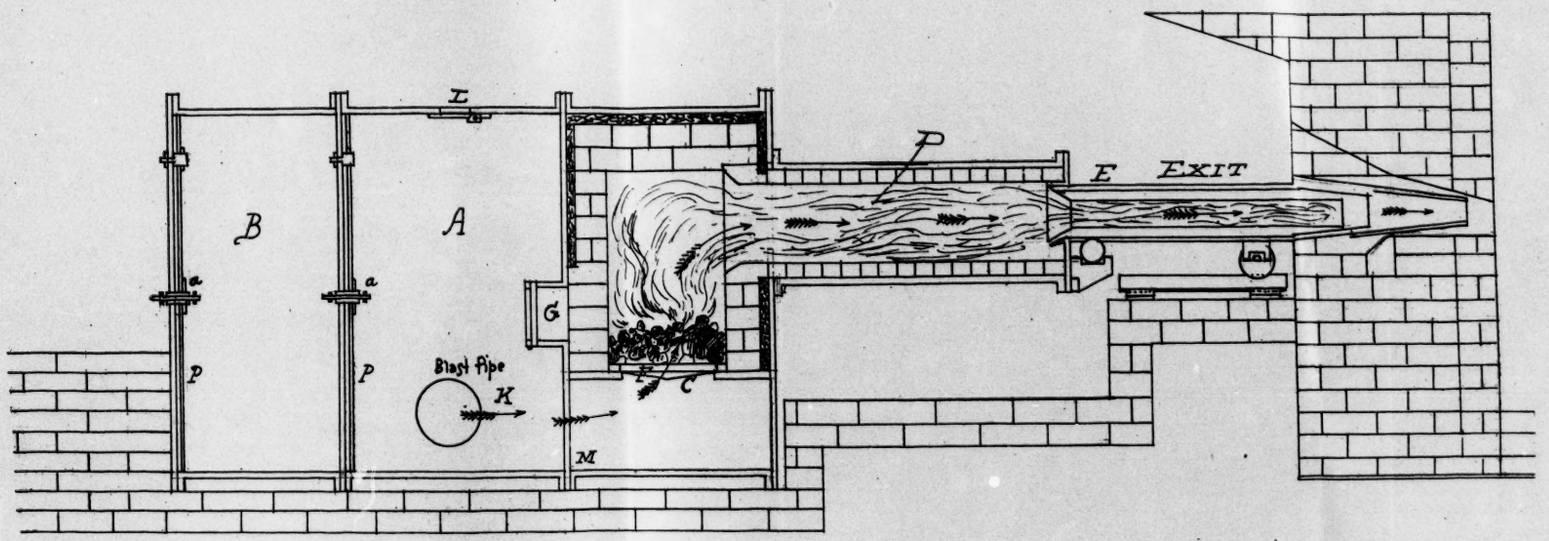


EXHIBIT B. U. K. No. 3. Albert Harper, Examiner.

Loan Register.

Number.	Date of loan.	To whom loaned.	Security.		Date of note.	Time.	Interest.		Amount.	When due.	Payments.		Extended to—	Interest paid to—	Insurance expires—	Remarks.
			Description.	Estimated value.			Rate.	Payable.			Date.	Amount.				
155	1873. Aug. 28	Jas. H. Darrow	Deed of trust to W. F. Mattingly and C. E. Prentiss of lots 151 to 163, inclusive, in square 206, improved by thirteen brick houses on the south side of T St., between 14th and 15th Sts. N. W., insured for $26,000 in the Corcoran Ins. Co. of Washington, D. C.	45,000	May 24, '73	1 y'r	10	Semi-an.	26,000 00	May 24–27, 1874	----	----------	------	Nov. 24, 1873 May " 1874 Nov. " 1874 May " 1875 Nov. " 1875 May " 1876	May 24, 1874	
818	1877. March 19	Hall & Hume	A. H. Pickrell, Thomas L. Hume	----------	Dec. 21, '76	90 d's	---	19 44	5,000	March 24, '77	----	----------	------	----------	Proceeds, 4,980 56	
2704	Sept. 11, '78	Hall & Hume	A. H. Pickrell, Thos. L. Hume	----------	Sept. 11, '78	90 d's	8	158 40	7,828 76	Dec. 13, '78	----	----------	------	----------	Proceeds, 7,665 36	